

# EXHIBIT A

PAGE 1

KANAWHA

CASE 10-C-1145

ESTHER VIOLA ABRAMS, INDIVIDUA vs. JC PENNEY CREDIT SERVICES, INC

LINE	DATE	ACTION
1	06/24/10	# ISSUED SUM & 6 CPYS; F FEE; RCPT 459902; \$145.00; CASE INFO
2		# SHEET; COMPLAINT W/EXH'S
3	07/09/10	# LET FR SS DTD 7/7/10; SUM W/RET (7/7/10 SS) AS TO NCO
4		# FINANCIAL SYSTEMS INC.,
5	07/09/10	# LET FR SS DTD 7/7/10; SUM W/RET (7/7/10 SS) AS TO GEN.
6		# ELECTRIC CO.
7	07/09/10	# LET FR SS DTD 7/7/10; SUM W/RET (7/7/10 SS) AS TO JC PENNEY
8		# CREDIT SERVICES INC.,
9	07/13/10	*E CERT AS TO NCO FINANCIAL SYSTEMS INC
10	07/13/10	*E CERT AS TO GENERAL ELECTRIC CO
11	07/21/10	# E-CERT FR SS AS TO JC PENNEY CREDIT SERVICE INC., DTD 7/13/10
12	10/14/10	<O MAILED; 10/13/10; NCO; JC PENNEY CREDIT SERVICES; GENERAL
13		ELECTRIC CO; H BELL/CLE
14	10/13/10	*O: SCHED CONF SET 11/30/10 @ 11/BLO
15	11/29/10	# COPY OF P'S MOT FOR LEAVE TO F 1ST AMD CLASS ACTION C & MOT
16		# TO DIS D'S, JC PENNEY CREDIT SERVICES & GENERAL ELECTRIC CO.
17		# W/EXH'S & COS
18	11/29/10	<O MAILED; 11/23/10; D THOMAS; M ALLTOMT; H BELL/CLE
19	11/29/10	*O: ALLOW P TO F AMD C; DO AS TO JC PENNEY CREDIT SERV INC &
20		GENERAL ELECTRIC CO/BLO (S/11/24)

A TRUE COPY

TESTER  
CIRCUIT COURT KANAWHA COUNTY, W.VABy *[Signature]*

12-20-10



Marc New - GEMB/RCF  
Service of Process  
Transmittal  
07/09/2010  
CT Log Number 516920269  
JC Penney

07/09/2010  
CT Log Number 516920269



**TO:** Karen Selavka  
General Electric Company  
PO # 111-003702, Corp Legal Dept  
3135 Easton Tnpk  
Fairfield, CT 06431

**RE: Process Served in West Virginia**

**FOR:** General Electric Company (Domestic State: NY)

**ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:**

**TITLE OF ACTION:** Esther Viola Abrams, individually, and on behalf of all others similarly situated, Pltf. vs. JC Penney Credit Services, Inc., etc., et al. including General Electric Company, Inc., etc., Dfts.  
*Name discrepancy noted.*

**DOCUMENT(S) SERVED:** Letter, Summons, Complaint

**COURT/AGENCY:** Kanawha County Circuit Court, WV  
Case # 10-C-1145

**NATURE OF ACTION:** Class action - Defendants committed unfair or deceptive acts or practices in trade or commerce in violation of W.V code in collecting the debt

**ON WHOM PROCESS WAS SERVED:** C T Corporation System, Charleston, WV

**DATE AND HOUR OF SERVICE:** By Certified Mail on 07/09/2010 postmarked on 07/08/2010

**APPEARANCE OR ANSWER DUE:** Within 30 days after service, exclusive of the day of service

**ATTORNEY(S) / SENDER(S):** Harry F. Bell, Jr.  
The Bell Law Firm PLLC  
30 Capitol Street  
Charleston, WV 25326-1723  
304-345-1700

**REMARKS:** Kindly note that the papers were served on the secretary at the State Capitol of West Virginia on July 7, 2010

**ACTION ITEMS:** SOP Papers with Transmittal, via Fed Ex 2 Day , 790719533629  
Image SOP  
Email Notification, Karen Selavka KAREN.SELAVKA@CORPORATE.GE.COM

**SIGNED:** C T Corporation System  
**PER:** Anthony Romano  
**ADDRESS:** 5400 D Big Tyler Road  
Charleston, WV 25313  
**TELEPHONE:** 800-592-9023



Office of the Secretary of State  
Building 1 Suite 157-K  
1900 Kanawha Blvd E  
Charleston, WV 25305



9171 9237 9000 1000 2862 49



**Natalie E. Tennant**

Secretary of State  
Telephone: 304-558-6000  
Toll Free: 866-SOS-VOTE  
www.wvsos.com

General Electric Company  
C. T. Corporation System  
5400 D Big Tyler Road  
Charleston WV 25313

ControlNumber: 297952  
Defendant: General Electric Company

Civil Action: 7/7/2010  
10-C-1145

I am enclosing:

<input type="checkbox"/> summons	<input type="checkbox"/> affidavit	<input checked="" type="checkbox"/> 1 summons and complaint
<input type="checkbox"/> notice	<input type="checkbox"/> answer	<input type="checkbox"/> summons returned from post office
<input type="checkbox"/> order	<input type="checkbox"/> cross-claim	<input type="checkbox"/> summons and amended complaint
<input type="checkbox"/> petition	<input type="checkbox"/> counterclaim	<input type="checkbox"/> 3rd party summons and complaint
<input type="checkbox"/> motion	<input type="checkbox"/> request	<input type="checkbox"/> no return from post office
<input type="checkbox"/> suggestions	<input type="checkbox"/> certified return receipt	<input type="checkbox"/> notice of mechanic's lien
<input type="checkbox"/> interrogatories	<input type="checkbox"/> request for production	<input type="checkbox"/> suggestee execution
<input type="checkbox"/> original	<input type="checkbox"/> request for admissions	<input type="checkbox"/> Other
<input type="checkbox"/> subpoena duces tecum		

which was served on the Secretary at the State Capitol as your statutory attorney-in-fact. According to law, I have accepted service of process in the name and on behalf of your corporation.

*Please note that this office has no connection whatsoever with the enclosed documents other than to accept service of process in your name and on behalf as your attorney-in-fact. Please address any questions about this document directly to the court or the plaintiff's attorney, shown in the enclosed paper. Please do not call the Secretary of State's office.*

Sincerely,

Natalie E. Tennant  
Secretary of State

IN THE CIRCUIT COURT OF KANAWHA, WEST VIRGINIA.

ESTHER VIOLA ABRAMS, individually,  
and on behalf of all others similarly situated,

Plaintiff,

v.

CIVIL ACTION NO.: 10-C-1145  
Honorable Bloom

JC PENNEY CREDIT SERVICES, INC.,  
a Delaware Corporation, GENERAL  
ELECTRIC COMPANY, INC., a New York  
Corporation, and NCO FINANCIAL SYSTEMS, INC.,  
A Pennsylvania Corporation

Defendants.

SUMMONS

TO: GENERAL ELECTRIC COMPANY  
3135 Easton Turnpike  
Fairfield, CT 06828

IN THE NAME OF THE STATE OF WEST VIRGINIA,

You are hereby summoned and required to serve upon, Plaintiff's attorney, Harry F. Bell, Jr. and The Bell Law Firm PLLC, whose address is Post Office Box 1723, Charleston, West Virginia 25326-1723, an Answer, including any related Counterclaim you may have, to the Complaint filed against you in the above-styled civil action, a true copy of which is herewith delivered to you.

You are required to serve your Answer to the Complaint within 30 days after service of this Summons upon you, exclusive of the date of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Complaint and you will be thereafter barred from asserting in another action any claim you have which must be asserted by counterclaim in the above-styled action.

Dated: 6/24/10

Cathy S. Watson  
Clerk of the Court  
By Wood



IN THE CIRCUIT COURT OF KANAWHA COUNTY WEST VIRGINIA

ESTHER VIOLA ABRAMS, individually,  
and on behalf of all others similarly situated,

Plaintiff,

v.

CIVIL ACTION NO.: 10-C-1145

JC PENNEY CREDIT SERVICES, INC.,  
a Delaware Corporation, GENERAL ELECTRIC  
COMPANY, INC., a New York Corporation,  
and NCO FINANCIAL SYSTEMS, INC.,  
a Pennsylvania Corporation,

Defendants.

Bloom  
CW  
copy

CLASS ACTION COMPLAINT

Now comes the Plaintiff, Esther Viola Abrams, individually and on behalf of all others similarly situated (hereinafter referred to as "Class members" or "Class") and files this Class Action Complaint against Defendants, JC Penney Credit Services, Inc. ("JC Penney"), a Delaware corporation, General Electric Company, Inc. ("GE"), a New York Corporation, and NCO Financial Systems, Inc. ("NCO"), a Pennsylvania Corporation. Defendants illegally substituted Plaintiff as the debtor on her deceased husband's credit card without her consent instead of making a proper claim against his estate. Defendants repeatedly harassed Plaintiff to collect the false debt. Defendants also falsely reported to a credit reporting agency that Plaintiff has refused to pay a just debt. As a result, Defendants damaged Plaintiff's credit rating. Plaintiff and other class members have suffered embarrassment, anger, and humiliation because of the Defendant's practices.

### THE PARTIES

1. Plaintiff, Esther Viola Abrams, is an individual residing in Raleigh County, West Virginia. At all times material hereto, Plaintiff was a "consumer" as defined in W. Va. Code § 46A-2-122(a) and W. Va. Code § 46A-6-102(2).

2. This suit is properly maintainable as a class action under West Virginia Rule of Civil Procedure 23 because Defendants have authorized and/or adopted an official corporate policy and practice of illegal debt collection practices by systematically harassing Plaintiff and members of the Class throughout West Virginia to collect debts separately incurred by their deceased relatives and/or placing their name on the delinquent account of their deceased relatives without their consent. Upon information and belief, hundreds of West Virginians have been subjected to the unlawful practices in an effort by Defendants to illegally collect consumer debts.

3. Defendant, JC Penney Credit Services, Inc. ("JC Penney"), is a corporation incorporated under the laws of the State of Delaware. JC Penney was a direct participant in the illegal debt collection practices that are the subject of this complaint. At all times material hereto, JC Penney was a "debt collector" as defined in W. Va. Code § 46A-2-122(d).

4. Defendant, General Electric Company, Inc. ("GE"), is a corporation incorporated under the laws of the State of New York. GE Money, a unit of GE, is the issuer of the JC Penney Credit Card. GE Money provides credit card programs for consumers through national retailers and is the issuer of the JC Penney credit card. GE Money's Sales Finance unit is based in Kettering, Ohio. GE was a direct participant in the illegal debt collection practices that are the subject of this case. At all times material hereto, GE was a "debt collector" as defined in W. Va. Code § 46A-2-122(d).



5. Defendant, NCO Financial Systems, Inc. ("NCO") is a corporation incorporated under the laws of Pennsylvania. Plaintiff's disputed debt was referred to NCO, a debt collection agency, by JC Penney and GE. At all times material hereto, NCO was and is a "debt collector" as defined in W. Va. Code § 46A-2-122(d).

#### JURISDICTION AND VENUE

6. Plaintiff incorporates by reference the allegations stated in all preceding paragraphs as if fully set forth herein.

7. The parties to this action and the acts and omissions complained of herein are subject to the jurisdiction of this Court inasmuch as a substantial part of the events or omissions giving rise to the claim occurred in the State of West Virginia.

8. Venue properly lies before this Court pursuant to W. Va. Code § 56-1-1.

#### CLASS ACTION ALLEGATIONS

9. Plaintiff incorporates by reference the allegations stated in all preceding paragraphs as if fully set forth herein.

10. Pursuant to Rule 23(a) of the West Virginia Rules of Civil Procedure, Plaintiff brings this action on behalf of herself and as the representative of the following proposed Class:

All West Virginia consumers who have been held personally liable by JC Penney, GE, and/or NCO for the separately incurred debt of a deceased relative through one or more credit card accounts owned, issued, or serviced by JC Penney and/or GE.

11. The Class is so numerous that joinder of all members into one action is impracticable. Although Plaintiff does not know the exact size of the Class since said information is in the exclusive control of JC Penney, GE, and NCO, based upon the nature



and scope of the activities involved herein, Plaintiff states that the members of the Class are numerous and are geographically dispersed throughout the state of West Virginia.

12. Plaintiff will fairly and adequately represent the interests of the Class and have no interests that conflict with, or are antagonistic to, the interests of Class members. Plaintiff has retained attorneys competent and experienced in class action and complex civil litigation.

13. Plaintiff's claims are typical of those of all members of the Class. Plaintiff and all members of the Class were damaged by the same or similar conduct of JC Penney, GE, and NCO as complained of herein.

14. Questions of law and fact arising out of Defendants' conduct are common to all members of the Class, and such common issues of law and fact predominate over any questions affecting only individual members of the Class. Common issues of law and fact include, but are not limited to, the following:

- a. Whether Defendants knowingly and repeatedly violated the West Virginia Consumer Credit Protection Act, W. Va. Code § 46A-1-101 et seq. ("WVCCPA");
- b. Whether Defendants negligently retained and supervised employees who failed to comply with the WVCCPA;
- c. Whether Defendants defamed the individual Class members' character by falsely publishing to credit reporting agencies that the individual Class members have refused to pay a just debt;
- d. Whether Defendants invaded the privacy of individual Class members by repeatedly making harassing phone calls to them to collect a false debt from them;
- e. Whether Defendants invaded the privacy of individual Class members by placing them in a false light before the potential creditors by publishing to their creditors that they have willfully refused to pay a just debt.

15. Pursuant to Rule 23(a) of the West Virginia Rules of Civil Procedure a class action is the superior procedural vehicle for the fair and efficient adjudication of the claims asserted herein, given that:

- a. Common questions of law and fact predominate over any individual questions that may arise, and significant economies of time, effort and expense will inure to the benefit of the court and the parties in litigating the common issues on a class-wide basis instead of a repetitive individual basis;
- b. Many Class members' individual damage claims are too small to make individual litigation an economically viable alternative, and few Class members have an interest in individually controlling the prosecution of a separate action;
- c. Despite the relatively small size of many individual Class members' claims, their aggregate volume, coupled with the economies of scale inherent in litigating similar claims on a common basis, will enable this case to be litigated as a class action on a cost effective basis, especially when compared with repetitive individual litigation;
- d. Given the size of individual Class members' claims, few Class members could afford to seek legal redress individually for the wrongs Defendants committed against them;
- e. When the liability of Defendants is adjudicated, claims of all members of the Class can be determined by the Court; this action will facilitate the orderly and expeditious administration of the Class claims, economies of time, effort and expense will be fostered and uniformity of outcome will be ensured;
- f. Without a class action, the Class members will continue to suffer damages and Defendants' violations of law will proceed without remedy while Defendants continue to reap and retain the proceeds of their wrongful conduct; and
- g. No unusual difficulties are likely to be encountered in the management of this class action.

16. In addition to class certification under Rule 23(b)(3) of the West Virginia Rules of Civil Procedure, class certification is appropriate also under Rule 23(b)(2) of the West Virginia Rules of Civil Procedure because Defendants have acted or refused to act on



grounds generally applicable to the Class, thereby making final injunctive relief or corresponding declaratory relief appropriate with respect to the Class as a whole.

SPECIFIC PARTY ALLEGATIONS

17. Plaintiff incorporates by reference the allegations stated in all preceding paragraphs as if fully set forth herein.

18. Plaintiff's husband, Henry Abrams, died on August 1, 2008.

19. Near the time of Mr. Abrams's death, Plaintiff, Esther Viola Abrams, received a billing statement for Mr. Abrams's JC Penney's card, account number 075-731-807-61, with a payment due date of August 15, 2008. The billing statement showed Mr. Abrams's name as the only name on the account. According to the billing statement, Mr. Abrams still owed a balance of \$1,543.49 on the account. The account had an annual percentage rate ("APR") of 21.99. The minimum payment due was \$77.00. (See Billing Statement with August 15, 2008 due date, attached hereto as Exhibit A).

20. Mrs. Abrams made an \$81.00 payment online on August 5, 2008.

21. Before the next billing statement could be sent, Mrs. Abrams called JC Penney and informed it that Mr. Abrams had died and that it should make a claim against his estate. However, JC Penney continued to send monthly billing statements addressed to Mr. Abrams at their marital address.

22. The second billing statement that Mrs. Abrams received had a payment due date of September 15, 2008. Mr. Abrams's name was still the only name shown as being on the account. Mr. Abrams's new balance was \$1,490.99. The APR shown was 21.99. The minimum payment due was \$74.00. Mrs. Abrams did not make the \$74.00 payment because she had already informed JC Penney that Mr. Abrams had died and that it should

make a claim against his estate. (See Billing Statement with September 15, 2008 due date, attached hereto as Exhibit B).

23. In October of 2008, agents from JC Penney's Collection Department began to call Mrs. Abrams about the unpaid bill. One agent informed Mrs. Abrams that someone would be calling her about the bill every four days until it was paid. Mrs. Abrams then received numerous calls from JC Penny. These phone calls continued until February of 2009, when Mrs. Abrams's attorney sent a letter demanding that the phone calls stop. During these phone calls, Mrs. Abrams continued to explain to JC Penny's employees that Mr. Abrams had died and that she did not co-sign his credit card application. Mrs. Abrams continually requested a copy of Mr. Abrams's credit card application, which JC Penny never provided.

24. In November of 2008, Mrs. Abrams received a written notice from JC Penney. The notice was addressed to Viola Abrams and stated that it was sent regarding her delinquent JC Penney credit card account. According to the notice, if Mrs. Abrams did not pay the minimum payment on the next billing statement, the account would be referred to a collection agency. (See Written Notice dated November 26, 2008, attached hereto as Exhibit C).

25. The third billing statement that Mrs. Abrams received had a payment due date of December 9, 2008. Mr. Abram's name was still the only name shown as being on the account. The new balance rose from \$1,490.99 to \$1,678.22. The minimum payment due rose from \$74.00 to \$314.00. The past due amount was \$231.00. A late fee of \$29.00 was levied against the account on November 15, 2008. The APR rose from 21.99 to 26.99. Mrs. Abrams did not pay the minimum payment because this was not her account and JC



Penny should have made a claim against Mr. Abrams's estate. (See Billing Statement with December 9, 2008 due date, attached hereto as Exhibit D).

26. On December 17, 2008, Mrs. Abrams faxed a copy of Mr. Abrams's death certificate to the Probate Department of JC Penney. On the cover page, Mrs. Abrams pleaded with JC Penney to stop the harassment. Mrs. Abrams also reiterated her request for a copy of Mr. Abrams's completed credit card application. (See Fax Cover Sheet dated December 17, 2008, attached hereto as Exhibit E).

27. In December of 2008, Mrs. Abrams received a letter from NCO stating that Mr. Abrams's account had been referred to it for collection. The letter was addressed to Viola Abrams and stated that she owed \$1,560 on the JC Penney Credit Card Account #: 6008890757318076. (See NCO Letter dated December 18, 2008, attached hereto as Exhibit F).

28. In January of 2009, Mrs. Abrams received a \$15 birthday certificate from JC Penney for Mr. Abrams. Mrs. Abrams was upset that JC Penney would send her deceased husband a "happy birthday" coupon after she had communicated to JC Penney's Probate Department on numerous occasions that her husband was dead, and even sent a copy of his death certificate. (See Henry Abrams's Birthday Card, attached hereto as Exhibit G).

29. The fourth billing statement that Mrs. Abrams received had a payment due date of February 8, 2009. Unlike all of the past statements, which showed Henry Abrams as the only name on the account, Viola Abrams was now being shown as the only name on account number 075-731-807-61. The new balance on the account was \$1,632.32, the minimum payment rose from \$314.00 to \$473.00, and the past due amount rose from \$231.00 to \$392.00. A late fee of \$35.00 was levied against the account on January 08, 2009. The APR remained at 26.99. Mrs. Abrams did not pay the minimum payment

because this was not her account. (See Billing Statement with February 8, 2009 due date, attached hereto as Exhibit H).

30. In February of 2009, Macy's Department Store ("Macy's") sent Mrs. Abrams a letter informing her that the credit limit on her Macy's Options Visa Credit Card had been reduced. The letter stated that Mrs. Abrams limit was being reduced because of information that had recently been added to her credit report. Specifically, the credit report now stated that Mrs. Abrams had a delinquent account. Up to this point, Mrs. Abrams had always had a good or excellent credit rating. Mrs. Abram's credit rating has been harmed, which will force her to pay higher interest rates when obtaining credit in the future or prevent her from obtaining credit altogether. (See Macy's Letter dated February 5, 2009, attached hereto as Exhibit I).

31. In February of 2009, JC Penney sent another written notice addressed to Mrs. Abrams. In this notice, JC Penney informed Mrs. Abrams of the following:

- a. It may file a lawsuit against her;
- b. If it retains an attorney, she may be liable for additional fees if permitted by state law;
- c. The account may be sold to a third party for collection; and
- d. Its collection agency would continue to harass her.

(See Written Notice dated February 18, 2008, attached hereto as Exhibit J).

32. On February 23, 2009, Mrs. Abrams's attorney sent a letter to Defendants advising them that they should immediately cease and desist harassing Mrs. Abrams to collect a false debt from her. Mrs. Abrams's attorney also advised Defendants that any claims for the debt that was incurred by Mr. Abrams should be properly made against his estate. Mrs. Abrams's attorney also requested a copy of any documentation showing that



Mrs. Abrams consented to having any terms of credit extended to her under any JC Penney Credit Card account. Defendants did not respond to the letter that was sent by Mrs. Abrams's attorney. (See Letter dated February 23, 2009, attached hereto as Exhibit K).

33. The fifth billing statement that Mrs. Abrams received had a payment due date of March 11, 2009. The billing statement continued to show Viola Abrams as the name on the account. The new balance on the account was \$1,670.16, the minimum payment rose from \$473.00 to \$556.00, and the past due amount rose from \$392.00 to \$473.00. The billing statement informed Mrs. Abrams that her account is in default. The APR remained at 26.99. Mrs. Abrams did not pay the minimum payment because this was not her account. (See Billing Statement with March 11, 2009 due date, attached hereto as Exhibit L).

34. In May of 2009, Macy's reduced Mrs. Abrams's credit limit on her Macy's card once again. (See Macy's letter dated May 5, 2009, attached hereto as Exhibit M). In June, Macy's sent her another letter. This time the letter informed her that Macy's would be cancelling her Macy's Options Visa Credit Card. The reason for the cancellation was the "serious delinquency" shown on Mrs. Abrams's credit report. Macy's informed the Plaintiff that she would not be receiving a new card when her current card expired on June 30, 2009 (See Macy's letter dated June 4, 2009, attached hereto as Exhibit N).

COUNT I  
UNLAWFUL DEBT COLLECTION

35. Plaintiff incorporates by reference the allegations stated in all preceding paragraphs as if fully set forth herein.

36. Defendants have repeatedly engaged in the following violations of the WVCCPA, which include, but are not limited to,

(a) misrepresenting to Plaintiff and Class members that they have a just claim against them for a debt incurred by a deceased relative in violation of W. Va. Code § 46A-2-127;

(b) making harassing phone calls to Plaintiff and Class members to obtain payment for a debt that Plaintiff and Class members do not owe in violation of W. Va. Code § 46A-2-125(d);

(c) communicating with a consumer whenever it appears that the consumer is represented by an attorney in violation of W. Va. Code § 46A-2-128(e)

(d) disclosing, publicizing, or communicating information relating to indebtedness to any relative or family member of a consumer not living with the debtor in violation of W. Va. Code § 46A-2-126(b)

WHEREFORE, Plaintiff respectfully requests the following relief:

- (a) Actual damages;
- (b) Civil penalties of \$4,375 for each violation under W. Va. Code §§ 46A-5-101(1) and 106;
- (c) Reasonable attorney's fees and the costs of this litigation; and
- (d) Such other relief as the Court deems equitable and just.



COUNT II  
UNFAIR OR DECEPTIVE ACTS OR PRACTICES

37. Plaintiff incorporates by reference the allegations stated in all preceding paragraphs as if fully set forth herein.

38. Defendants committed unfair or deceptive acts or practices in trade or commerce in violation of W. Va. Code §§ 46A-6-102 & 104.

39. Defendants committed the act, use or employment of deception, fraud, false pretense, false promise, or misrepresentation.

40. Defendants misrepresented to Plaintiff that she is personally liable for paying her deceased husband's debt.

41. Defendants misrepresented to Plaintiff and class members that their name was properly substituted as the debtor on her deceased husband's delinquent credit card account.

42. Defendants failed to provide Plaintiff with proof that she had co-signed her deceased husband's credit card application.

43. Defendants continued to attempt to collect the disputed debt even after it failed to provide Plaintiff with proof that she had agreed to incur the debt.

WHEREFORE, Plaintiff respectfully requests the following relief:

- (a) Actual damages;
- (b) Civil penalties of \$4,375 for each violation under W. Va. Code §§

46A-5-101(1) & 106;

- (c) Reasonable attorney's fees and the costs of this litigation; and
- (d) Such other relief as the Court deems equitable and just.

**COUNT III**  
**NEGLIGENCE**

44. Plaintiff incorporates by reference the allegations stated in all preceding paragraphs as if fully set forth herein.

45. Defendants negligently failed to train, supervise, monitor or otherwise control its employees to ensure that its employees did not violate the WVCPA.

46. Defendants had an affirmative duty to train, supervise, monitor, or otherwise control its employees to ensure that their actions would not violate applicable state law.

47. Defendant's employees and/or agents violated applicable state law by using unfair or deceptive acts or practices in debt collection.

48. Plaintiff and class member have suffered damages as a result of the actions of the Defendant and/or Defendant's employees or agents.

WHEREFORE, Plaintiff respectfully requests the following relief:

- (a) Actual damages;
- (b) Reasonable attorney's fees and the costs of this litigation; and
- (c) Such other relief as the Court deems equitable and just.



COUNT IV  
DEFAMATION

49. Plaintiff incorporates by reference the allegations stated in all preceding paragraphs as if fully set forth herein.

50. Defendants falsely published to at least one credit reporting agency that Plaintiff has a delinquent account with them.

51. Up to the time that Defendants reported the disputed delinquency, Plaintiff had a good or excellent credit rating.

52. Defendants' communications to the credit reporting agency are not privileged.

53. Defendants were at least negligent in reporting this information to the credit reporting agency.

54. Defendants' statements have harmed Plaintiff's credit rating, which has increased the cost and decreased the availability of credit to Plaintiff.

55. One credit card company has already refused to reissue a credit card to Plaintiff because of Defendants' statements.

WHEREFORE, Plaintiff respectfully requests the following relief:

- (a) Actual damages, including damages for harm to Plaintiff's credit;
- (b) Punitive damages;
- (c) Reasonable attorney's fees and the costs of this litigation; and
- (d) Such other relief as the Court deems equitable and just.

COUNT V  
INVASION OF PRIVACY

56. Plaintiff incorporates by reference the allegations stated in all preceding paragraphs as if fully set forth herein.

57. Defendants have unreasonably intruded upon the seclusion of Plaintiff by making harassing phone calls to her at least once every four days for several months within the privacy of her home.

58. Defendants also unreasonably placed Plaintiff in a false light before potential creditors by publishing to her creditors that she has willfully refused to pay a just debt.

WHEREFORE, Plaintiff respectfully requests the following relief:

- (a) Actual damages, including damages for harm to Plaintiff's credit;
- (b) Punitive damages;
- (c) Reasonable attorney's fees and the costs of this litigation; and
- (d) Such other relief as the Court deems equitable and just.

WHEREFORE, Plaintiff additionally requests that this Court take the following actions and award the following relief:

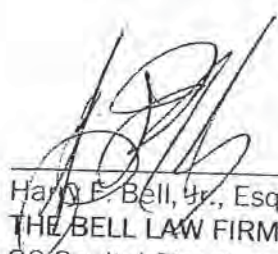
1. That this action be certified as a class action on behalf of the proposed Class and that Plaintiff be designated as representative of the Class;
2. That this Court grant a permanent injunction against Defendants forbidding them from hereinafter undertaking the unlawful actions and/or omissions described herein;



3. That this Court award Plaintiff and all Class members damages of which the individual recoveries does not exceed \$75,000 for Plaintiff or any member of the Class, inclusive of interest and attorney's fees and all relief of any nature sought herein, and;
4. That this Court award Plaintiff and all Class members all attorney's fees and costs incurred in the prosecution of this action, not to exceed \$75,000 for Plaintiff and each Class member, inclusive of any other damages awarded to each named Plaintiff and Class member.

THE PLAINTIFF DEMANDS A TRIAL BY JURY

Plaintiff, individually,  
and on behalf of all others similarly situated,  
By Counsel



---

Harold E. Bell, Jr., Esquire (WV Bar No. 297)  
THE BELL LAW FIRM, PLLC  
30 Capitol Street  
P.O. Box 1723  
Charleston, WV 25326-1723  
(304) 345-1700  
(304) 345-1715 Facsimile

Office of the Secretary of State  
Building 1 Suite 157-K  
1900 Kanawha Blvd E  
Charleston, WV 25305



9171 9237 9000 1000 2862

FILED

20 JUL 4 9 PM 2:13



**Natalie E. Tennant**

Secretary of State

Telephone: 304-558-6000

Toll Free: 866-SOS-VOTE

www.wvsos.com

ControlNumber: 297953

Defendant: NCO Financial Systems, Inc.

Cathy Gatson, Circuit Clerk  
Kanawha County Courthouse  
111 Court Street  
Charleston WV 25301-2500

Civil Action: 7/7/2010  
10-C-1145

I am enclosing:

<input type="checkbox"/> summons	<input type="checkbox"/> affidavit	<input checked="" type="checkbox"/> 1 summons and complaint
<input type="checkbox"/> notice	<input type="checkbox"/> answer	<input type="checkbox"/> summons returned from post office
<input type="checkbox"/> order	<input type="checkbox"/> cross-claim	<input type="checkbox"/> summons and amended complaint
<input type="checkbox"/> petition	<input type="checkbox"/> counterclaim	<input type="checkbox"/> 3rd party summons and complaint
<input type="checkbox"/> motion	<input type="checkbox"/> request	<input type="checkbox"/> no return from post office
<input type="checkbox"/> suggestions	<input type="checkbox"/> certified return receipt	<input type="checkbox"/> notice of mechanic's lien
<input type="checkbox"/> interrogatories	<input type="checkbox"/> request for production	<input type="checkbox"/> suggestee execution
<input type="checkbox"/> original	<input type="checkbox"/> request for admissions	<input type="checkbox"/> Other
<input type="checkbox"/> subpoena duces tecum		

which was served on the Secretary at the State Capitol as your statutory attorney-in-fact. According to law, I have accepted service of process in the name and on behalf of your corporation.

*Please note that this office has no connection whatsoever with the enclosed documents other than to accept service of process in your name and on behalf as your attorney-in-fact. Please address any questions about this document directly to the court or the plaintiff's attorney, shown in the enclosed paper. Please do not call the Secretary of State's office.*

Sincerely,

Natalie E. Tennant  
Secretary of State



FILED

IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA.

ESTHER VIOLA ABRAMS, individually.  
and on behalf of all others similarly situated,

2010 JUL -9 PM 2:13

CATHY S. GATSON, CLERK  
KANAWHA COUNTY CIRCUIT COURT

Plaintiff,

v.

CIVIL ACTION NO.: 10-C-1145  
Honorable Bloom

JC PENNEY CREDIT SERVICES, INC.,  
a Delaware Corporation, GENERAL  
ELECTRIC COMPANY, INC., a New York  
Corporation, and NCO FINANCIAL SYSTEMS, INC.,  
A Pennsylvania Corporation

Defendants.

SUMMONS

TO: NCO Financial Systems, Inc.  
507 Prudential Road  
Horsham, PA 19044

IN THE NAME OF THE STATE OF WEST VIRGINIA,

You are hereby summoned and required to serve upon, Plaintiff's attorney, Harry F. Bell, Jr., and The Bell Law Firm PLLC, whose address is Post Office Box 1723, Charleston, West Virginia 25326-1723, an Answer, including any related Counterclaim you may have, to the Complaint filed against you in the above-styled civil action, a true copy.

You are required to appear in court on the date and time specified in the Complaint and you will be held in default of judgment by the court if you fail to appear and you will be liable for the claim you have which is set forth in the Complaint.

Dated: 6/24/11

BY: Secretary of State  
Receipt #: 086615  
Station ID: 701

List of Services  
P S = NCO Financial \$50.00  
Total: \$50.00

Payment Details:  
Bill to: \$50.00  
R. 11/10

Original Transaction Date: 07/06/2010

Thank You For Your Business!

Office of the Secretary of State  
 Building 1 Suite 157-K  
 1900 Kanawha Blvd E  
 Charleston, WV 25305



9171 9237 9000 1000 2862 49



**Natalie E. Tennant**

Secretary of State  
 Telephone: 304-558-6000  
 Toll Free: 866-SOS-VOTE  
 www.wvsos.com

ControlNumber: 297952  
 Defendant: General Electric Company

Cathy Gatson, Circuit Clerk  
 Kanawha County Courthouse  
 111 Court Street  
 Charleston WV 25301-2500

Civil Action: 7/7/2010  
 10-C-1145

I am enclosing:

<input type="checkbox"/> summons	<input type="checkbox"/> affidavit	<input checked="" type="checkbox"/> 1 summons and complaint
<input type="checkbox"/> notice	<input type="checkbox"/> answer	<input type="checkbox"/> summons returned from post office
<input type="checkbox"/> order	<input type="checkbox"/> cross-claim	<input type="checkbox"/> summons and amended complaint
<input type="checkbox"/> petition	<input type="checkbox"/> counterclaim	<input type="checkbox"/> 3rd party summons and complaint
<input type="checkbox"/> motion	<input type="checkbox"/> request	<input type="checkbox"/> no return from post office
<input type="checkbox"/> suggestions	<input type="checkbox"/> certified return receipt	<input type="checkbox"/> notice of mechanic's lien
<input type="checkbox"/> interrogatories	<input type="checkbox"/> request for production	<input type="checkbox"/> suggestee execution
<input type="checkbox"/> original	<input type="checkbox"/> request for admissions	<input type="checkbox"/> Other
<input type="checkbox"/> subpoena duces tecum		

which was served on the Secretary at the State Capitol as your statutory attorney-in-fact. According to law, I have accepted service of process in the name and on behalf of your corporation.

*Please note that this office has no connection whatsoever with the enclosed documents other than to accept service of process in your name and on behalf as your attorney-in-fact. Please address any questions about this document directly to the court or the plaintiff's attorney, shown in the enclosed paper. Please do not call the Secretary of State's office.*

Sincerely,

Natalie E. Tennant  
 Secretary of State

5-6

FILED  
 2010 JUL -9 PM 1:53  
 CATHY S. GATSON, CLERK  
 KANAWHA COUNTY CIRCUIT COURT



IN THE CIRCUIT COURT OF KANAWHA, WEST VIRGINIA.

ESTHER VIOLA ABRAMS, individually,  
and on behalf of all others similarly situated,

Plaintiff,

v.

JC PENNEY CREDIT SERVICES, INC.,  
a Delaware Corporation, GENERAL  
ELECTRIC COMPANY, INC., a New York  
Corporation, and NCO FINANCIAL SYSTEMS, INC.,  
A Pennsylvania Corporation

Defendants.

CIVIL ACTION NO.: 10  
Honorable Blosser

SUMMONS

TO: GENERAL ELECTRIC COMPANY  
3135 Easton Turnpike  
Fairfield, CT 06828

IN THE NAME OF THE STATE OF WEST VIRGINIA,

You are hereby summoned and required to serve upon, Plaintiff's attorney, Harry F. Bell, Jr. and The Bell Law Firm PLLC, whose address is Post Office Box 1723, Charleston, West Virginia 25326-1723, an Answer, including any related Counterclaim you may have, to the Complaint filed against you in the above-styled civil action, a true copy of which is herewith delivered to you.

You are required to serve your Answer to the Complaint within 30 days after service of this Summons upon you, exclusive of the date of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Complaint and you will be thereafter barred from asserting in another action any claim you have which must be asserted by counterclaim in the above-styled action.

Dated: 6/24/10

Cathy S. Watson  
Clerk of the Court

By Wood

FILED  
2010 JUL - 9 14 5 PM  
KATHY S. WATSON  
CLERK OF THE COURT  
STATE OF WEST VIRGINIA  
2010 JUL - 7 11 02 AM

Office of the Secretary of State  
 Building 1 Suite 157-K  
 1900 Kanawha Blvd E  
 Charleston, WV 25305



9171 9237 9000 1000 2862 32



**Natalie E. Tennant**

Secretary of State  
 Telephone: 304-558-6000  
 Toll Free: 866-SOS-VOTE  
 www.wvsos.com

ControlNumber: 297951  
 Defendant: JC Penney Credit Services, Inc.

Cathy Gatson, Circuit Clerk  
 Kanawha County Courthouse  
 111 Court Street  
 Charleston WV 25301-2500

Civil Action: 7/7/2010  
 10-C-1145

I am enclosing:

<input type="checkbox"/> summons	<input type="checkbox"/> affidavit	<input checked="" type="checkbox"/> 1 summons and complaint
<input type="checkbox"/> notice	<input type="checkbox"/> answer	<input type="checkbox"/> summons returned from post office
<input type="checkbox"/> order	<input type="checkbox"/> cross-claim	<input type="checkbox"/> summons and amended complaint
<input type="checkbox"/> petition	<input type="checkbox"/> counterclaim	<input type="checkbox"/> 3rd party summons and complaint
<input type="checkbox"/> motion	<input type="checkbox"/> request	<input type="checkbox"/> no return from post office
<input type="checkbox"/> suggestions	<input type="checkbox"/> certified return receipt	<input type="checkbox"/> notice of mechanic's lien
<input type="checkbox"/> interrogatories	<input type="checkbox"/> request for production	<input type="checkbox"/> suggestee execution
<input type="checkbox"/> original	<input type="checkbox"/> request for admissions	<input type="checkbox"/> Other
<input type="checkbox"/> subpoena duces tecum		

FILED  
 2010 JUL -8 PM 1:52  
 CATHY GATSON, CLERK  
 KANAWHA COUNTY CIRCUIT COURT

which was served on the Secretary at the State Capitol as your statutory attorney-in-fact. According to law, I have accepted service of process in the name and on behalf of your unauthorized foreign corporation.

*Please note that this office has no connection whatsoever with the enclosed documents other than to accept service of process in your name and on behalf as your attorney-in-fact. Please address any questions about this document directly to the court or the plaintiff's attorney, shown in the enclosed paper. Please do not call the Secretary of State's office.*

Sincerely,

*Natalie E. Tennant*

Natalie E. Tennant  
 Secretary of State

7-8



IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA

ESTHER VIOLA ABRAMS, individually,  
and on behalf of all others similarly situated,

Plaintiff,

v.

JC PENNEY CREDIT SERVICES, INC.,  
a Delaware Corporation, GENERAL  
ELECTRIC COMPANY, INC., a New York  
Corporation, and NCO FINANCIAL SYSTEMS, INC.,  
A Pennsylvania Corporation

Defendants.

CIVIL ACTION NO.: 10-C-1145

Honorable Bloom

SUMMONS

TO: JC Penney Credit Services, Inc.  
1209 Orange Street  
Wilmington, DE 19801

IN THE NAME OF THE STATE OF WEST VIRGINIA,

You are hereby summoned and required to serve upon, Plaintiff's attorney, Harry F. Bell, Jr., and The Bell Law Firm PLLC, whose address is Post Office Box 1723, Charleston, West Virginia 25326-1723, an Answer, including any related Counterclaim you may have, to the Complaint filed against you in the above-styled civil action, a true copy of which is herewith delivered to you.

You are required to serve your Answer to the Complaint within 30 days after service of this Summons upon you, exclusive of the date of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Complaint and you will be thereafter barred from asserting in another action any claim you have which must be asserted by counterclaim in the above-styled action.

Dated: 6/24/10

Cathy S. Satson  
Clerk of the Court

Br. C. Wood

FILED  
2010 JUL -9 PM 2:14  
KATHY S. SATSON, CLERK  
KANAWHA COUNTY CIRCUIT COURT

2010 JUL -7 PM 1:02  
CLERK OF THE COURT  
KANAWHA COUNTY CIRCUIT COURT

10-C-1145

FILED  
2010 JUL 13 PM 4:45  
CLERK'S OFFICE  
KANAWHA COUNTY CIRCUIT COURT

**Allen, Linda**

---

**From:** Process@wvsos.com [Process@wvsos.com] **Sent:** Tue 7/13/2010 11:46 AM  
**To:** sop\_delivered@wvsos.com  
**Cc:**  
**Subject:** Case # 10-C-1145 Return Receipt Notification From WV Secretary of State's Office  
**Attachments:**

\*\* THIS IS AN AUTOMATED E-MAIL MESSAGE. \*\*

\*\* If you received this message in error, please notify the WV Secretary of State's Office by replying to this message. \*\*

This notification is sent to alert you that a return receipt has been received.  
Please find the return receipt in the body of this message below.

To :

NCO FINANCIAL SYSTEMS, INC.  
C. T. CORPORATION SYSTEM  
5400 D BIG TYLER ROAD  
CHARLESTON, WV 25313

The letter was sent on 7/7/2010

Civil Action Number: 10-C-1145  
Restricted: N  
Certified Number : 9171923790001000286256

This information supplied from Pitney Bowes Distribution Solutions







Date Produced: 07/12/2010

WV SECRETARY OF STATE

The following is the delivery information for Certified Mail™ item number 7192 3790 0010 0028 6256. Our records indicate that this item was delivered on 07/09/2010 at 11:30 a.m. in CHARLESTON, WV, 25313. The scanned image of the recipient information is provided below.

Signature of Recipient:

309 LANE WV 25313 1400  
NOV 18 TO 4 30 SAT 9 00 TO 12 00  
MON FRI 9 15 TO 4 30 SAT 9 00 TO 12 00  
www.usps.com delivery or 800 ASK 1/5PM (276 8777)  
Delivery Section

JTB  
d  
iv

Address of Recipient:

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,

United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: 3418879 47695721

10-C-1145

FILED  
2010 JUL 13 PM 4:45  
CLERK  
KANAWHA COUNTY CIRCUIT COURT

Allen, Linda

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**From:** Process@wvsos.com [Process@wvsos.com] **Sent:** Tue 7/13/2010 11:45 AM  
**To:** sop\_delivered@wvsos.com  
**Cc:**  
**Subject:** Case # 10-C-1145 Return Receipt Notification From WV Secretary of State's Office  
**Attachments:**

\*\* THIS IS AN AUTOMATED E-MAIL MESSAGE. \*\*

\*\* If you received this message in error, please notify the WV Secretary of State's Office by replying to this message. \*\*

This notification is sent to alert you that a return receipt has been received.  
Please find the return receipt in the body of this message below.

To :

GENERAL ELECTRIC COMPANY  
C. T. CORPORATION SYSTEM  
5400 D BIG TYLER ROAD  
CHARLESTON, WV 25313

The letter was sent on 7/7/2010

Civil Action Number: 10-C-1145  
Restricted: N  
Certified Number ; 9171923790001000286249

This information supplied from Pitney Bowes Distribution Solutions





Date Produced: 07/12/2010

WV SECRETARY OF STATE

The following is the delivery information for Certified Mail™ item number 7192 3790 0010 0028 6249. Our records indicate that this item was delivered on 07/09/2010 at 11:30 a.m. in CHARLESTON, WV, 25313. The scanned image of the recipient information is provided below.

Signature of Recipient:

NOBB LANE WV 25313 1000  
MON FRI 8 15 TO 4 30 SAT 8 00 TO 12 00  
www.usps.com/redelivery or 800 ASK USPS (275 8777)  
Delivery Section

JRP  
d  
TV

Address of Recipient:

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,

United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: 3418879 47695721

10-C-1145  
FILED

2010 JUL 21 AM 11:44

KATHY S. CATEDA, CLERK  
HAWAII COUNTY CIRCUIT COURT

**Barnett, Carlye**

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**From:** Process@wvsos.com [Process@wvsos.com] **Sent:** Wed 7/21/2010 11:34 AM  
**To:** sop\_delivered@wvsos.com  
**Cc:**  
**Subject:** Case # 10-C-1145 Return Receipt Notification From WV Secretary of State's Office  
**Attachments:**

\*\* THIS IS AN AUTOMATED E-MAIL MESSAGE. \*\*

\*\* If you received this message in error, please notify the WV Secretary of State's Office by replying to this message. \*\*

This notification is sent to alert you that a return receipt has been received.  
Please find the return receipt in the body of this message below.

To :

JC PENNEY CREDIT SERVICES, INC.  
1209 ORANGE STREET  
WILMINGTON, DE 19801

The letter was sent on 7/7/2010

Civil Action Number: 10-C-1145  
Restricted: N  
Certified Number : 9171923790001000286232

This information supplied from Pitney Bowes Distribution Solutions

53





Date Produced: 07/19/2010

WV SECRETARY OF STATE

The following is the delivery information for Certified Mail™ item number 7192 3790 0010 0028 6232. Our records indicate that this item was delivered on 07/13/2010 at 07:12 a.m. in WILMINGTON, DE, 19801. The scanned image of the recipient information is provided below.

Signature of Recipient:

A handwritten signature in black ink, appearing to read "Kurtis A. ...".

A handwritten address in black ink, appearing to read "Kurtis A. ...".

Address of Recipient:

1209 Delaware St  
Wilmington DE 19801

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local post office or Postal Service representative.

Sincerely,

United States Postal Service

The customer reference number shown below is not validated or endorsed by the United States Postal Service. It is solely for customer use.

Customer Reference Number: 3418879 47695721



MICHAEL D. ALLTMONT  
Direct: (504) 846-7954  
malltmont@sessions-law.biz

December 9, 2010

VIA U.S. MAIL

Harry F. Bell, Jr. Esq.  
The Bell Law Firm, PLLC  
P.O. Box 1723  
Charleston, WV 25326-1723

Re: *Esther Viola Abrams, et al. v. JC Penney Credit Services, Inc., et al.*  
Kanawha County Circuit Ct, Case No. 10-c-1145

Dear Harry:

Enclosed please find the signed "Verification of Acceptance of Service" on behalf of NCO Financial Systems, Inc. for Plaintiff's First Amended Complaint.

If you should have any questions, do not hesitate to contact me.

Very truly yours,

Michael D. Alltmont

MDA:ct  
Enclosure

cc: David B. Thomas, Esq.

\\sfn\62\prolaw\docs\6947\6947-2625\1\abrams, esther viola\297603.doc

Lakeway Two Suite 200 3850 North Causeway Boulevard Metairie, Louisiana 70002-7221

(504) 828-3700 (504) 828-3737 F www.sessions-law.com

CALIFORNIA ■ COLORADO ■ FLORIDA ■ ILLINOIS ■ LOUISIANA ■ NEW JERSEY ■ NEW YORK ■ TEXAS



**IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA**

ESTHER VIOLA ABRAMS, individually,  
and on behalf of all others similarly situated,  
Plaintiffs,

vs.

Civil Action No.: 10-C-1145

JC PENNEY CREDIT SERVICES, INC.,  
a Delaware Corporation, GENERAL ELECTRIC  
COMPANY, INC., a New York Corporation,  
and NCO FINANCIAL SYSTEMS, INC.,  
a Pennsylvania Corporation,  
Defendants.

**VERIFICATION OF ACCEPTANCE OF SERVICE**

STATE OF LOUISIANA

PARISH OF JEFFERSON, to- wit:


I, Michael Alltmont, Esquire, counsel for the Defendant, NCO Financial Systems, Inc., after being duly sworn, hereby verify I have accepted service of Plaintiff's First Amended Complaint and respective Summons, on behalf of Defendant NCO Financial Systems, Inc. as set forth in the case caption hereinabove on this the 9th day of December 2010.

  
Michael Alltmont, Esquire

Taken, subscribed and sworn to before me this 9th day of December 2010.  
My commission expires: For Life

BRYAN C. SEARTLE  
NOTARY PUBLIC - LSB NO. 27640  
PARISH OF ORLEANS  
STATE OF LOUISIANA  
MY COMMISSION IS FOR LIFE

  
NOTARY PUBLIC

  
Judge Louis H. Bloom

Judge Louis H. Bloom



IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA

ESTHER VIOLA ABRAMS, individually,  
and on behalf of all others similarly situated,

Plaintiff,

v.

CIVIL ACTION NO.: 10-C-1145  
Honorable Louis H. Bloom

JC PENNEY CREDIT SERVICES, INC.,  
a Delaware Corporation, GENERAL ELECTRIC  
COMPANY, INC., a New York Corporation,  
and NCO FINANCIAL SYSTEMS, INC.,  
a Pennsylvania Corporation,


Defendants.

PLAINTIFFS' MOTION FOR LEAVE TO FILE FIRST AMENDED CLASS ACTION COMPLAINT  
AND MOTION TO DISMISS DEFENDANTS, JC PENNEY CREDIT SERVICES, INC.  
AND GENERAL ELECTRIC COMPANY, INC.

Please take notice that undersigned counsel for ESTHER VIOLA ABRAMS, individually and on behalf of all others similarly situated, pursuant to Rule 15 of the West Virginia Rules of Civil Procedure, moves this Court for the entry of an Order granting leave to file and serve the Amended Complaint, which is attached as Exhibit A to this Motion. The Plaintiff included in her original Complaint Defendant JC Penney Credit Services, Inc., a Delaware Corporation, which Plaintiff subsequently discovered no longer exists, and General Electric Company, Inc., a New York Corporation, who is not a proper party, and therefore both parties should be dismissed from this matter. The Plaintiff did not originally include in the Complaint JC Penney Company, Inc. or GE Money Bank ("GEMB"), who is the issuer of the JC Penney Card and wishes to amend the Complaint to include these two additional entities as Defendants.

WHEREFORE, Plaintiff respectfully requests that the Court grant her leave to file her First Amended Complaint and dismiss Defendant JC Penney Credit Services, Inc. as a party from this matter.

ESTHER VIOLA ABRAMS, individually,  
and on behalf of all others similarly  
situated,



---

Harry F. Bell, Jr., Esq. (WV State Bar # 297)  
Jonathan W. Price, Esq. (WV State Bar # 10868)  
THE BELL LAW FIRM, PLLC  
Post Office Box 1723  
Charleston, West Virginia 25326  
(304) 345-1700 office  
(304) 344-1956 facsimile



IN THE CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA

ESTHER VIOLA ABRAMS, individually,  
and on behalf of all others similarly situated,

Plaintiff,

v.

CIVIL ACTION NO.: 10-C-1145  
Honorable Louis H. Bloom

JC PENNEY CREDIT SERVICES, INC.,  
a Delaware Corporation, GENERAL ELECTRIC  
COMPANY, INC., a New York Corporation,  
and NCO FINANCIAL SYSTEMS, INC.,  
a Pennsylvania Corporation,

Defendants.

CERTIFICATE OF SERVICE

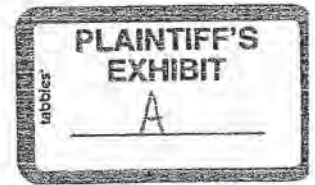
I, Jonathan W. Price, Esquire, counsel for Plaintiffs, hereby certify that I served a true and exact copy the foregoing PLAINTIFFS' MOTION FOR LEAVE TO FILE FIRST AMENDED CLASS ACTION COMPLAINT AND MOTION TO DISMISS DEFENDANTS, JC PENNEY CREDIT SERVICES, INC. AND GENERAL ELECTRIC COMPANY, INC. upon counsel of record by U. S. Mail, as set forth below, on this the 24<sup>th</sup> day of November, 2010.

Michael Alltmont, Esq.  
3850 N. Causeway Blvd., Suite 200  
Metairie, LA 70002-7227  
*Counsel for Defendant NCO Financial Systems, Inc.*

David B. Thomas, Esq.  
Allen, Gurthrie & Thomas, PLLC  
Laidley Tower, Suite 800  
500 Lee Street, East  
P.O. Box 3394  
Charleston, WV 25333-3394  
*Counsel for Defendant JC Penney  
Company, Inc. and GE Money Bank*



Jonathan W. Price, Esquire



IN THE CIRCUIT COURT OF KANAWHA COUNTY WEST VIRGINIA

ESTHER VIOLA ABRAMS, individually,  
and on behalf of all others similarly situated,

Plaintiff,

v.

CIVIL ACTION NO.: 10-C-1145  
Honorable Louis H. Bloom

JC PENNEY COMPANY, INC.,  
a Texas Corporation, GE MONEY BANK,  
a Federally Chartered Savings Bank domiciled  
in Utah, and NCO FINANCIAL SYSTEMS, INC.,  
a Pennsylvania Corporation,

Defendants.

FIRST AMENDED CLASS ACTION COMPLAINT

Now comes the Plaintiff, Esther Viola Abrams, individually and on behalf of all others similarly situated (hereinafter referred to as "Class members" or "Class") and files this Class Action Complaint against Defendants, JC Penney Company, Inc. ("JC Penney"), a Texas corporation, GE Money Bank ("GEMB"), a Federally Chartered Savings Bank domiciled in Utah, and NCO Financial Systems, Inc. ("NCO"), a Pennsylvania Corporation. Defendants illegally substituted Plaintiff as the debtor on her deceased husband's credit card without her consent instead of making a proper claim against his estate. Defendants repeatedly harassed Plaintiff to collect the false debt. Defendants also falsely reported to a credit reporting agency that Plaintiff has refused to pay a just debt. As a result, Defendants damaged Plaintiff's credit rating. Plaintiff and other class members have suffered embarrassment, anger, and humiliation because of the Defendant's practices.



### THE PARTIES

1. Plaintiff, Esther Viola Abrams, is an individual residing in Raleigh County, West Virginia. At all times material hereto, Plaintiff was a "consumer" as defined in W. Va. Code § 46A-2-122(a) and W. Va. Code § 46A-6-102(2).

2. This suit is properly maintainable as a class action under West Virginia Rule of Civil Procedure 23 because Defendants have authorized and/or adopted an official corporate policy and practice of illegal debt collection practices by systematically harassing Plaintiff and members of the Class throughout West Virginia to collect debts separately incurred by their deceased relatives and/or placing their names on the delinquent account of their deceased relatives without Plaintiff and Class Members' consent. Upon information and belief, hundreds of West Virginians have been subjected to these unlawful practices in an effort by Defendants to illegally collect consumer debts.

3. Defendant, JC Penney Company, Inc. ("JC Penney"), is a corporation incorporated under the laws of the State of Texas. JC Penney was a direct participant in the illegal debt collection practices that are the subject of this Complaint. At all times material hereto, JC Penney was a "debt collector" as defined in W. Va. Code § 46A-2-122(d).

4. Defendant, GE Money Bank ("GEMB") is a corporation incorporated under the laws of the State of Connecticut. GE Money Bank is the issuer of the JC Penney Credit Card. GE Money provides credit card programs for consumers through national retailers and is the issuer of the JC Penney credit card. GE Money's Sales Finance unit is based in Kettering, Ohio. GE was a direct participant in the illegal debt collection practices that are the subject of this case. At all times material hereto, GE was a "debt collector" as defined in W. Va. Code § 46A-2-122(d).

6. Defendant, NCO Financial Systems, Inc. ("NCO") is a corporation incorporated under the laws of Pennsylvania. Plaintiff's disputed debt was referred to NCO, a debt collection agency, by JC Penney and GE. At all times material hereto, NCO was and is a "debt collector" as defined in W. Va. Code § 46A-2-122(d).

#### JURISDICTION AND VENUE

7. Plaintiff incorporates by reference the allegations stated in all preceding paragraphs as if fully set forth herein.

8. The parties to this action and the acts and omissions complained of herein are subject to the jurisdiction of this Court inasmuch as a substantial part of the events or omissions giving rise to the claim occurred in the State of West Virginia.

9. Venue properly lies before this Court pursuant to W. Va. Code § 56-1-1.

#### CLASS ACTION ALLEGATIONS

10. Plaintiff incorporates by reference the allegations stated in all preceding paragraphs as if fully set forth herein.

11. Pursuant to Rule 23(a) of the West Virginia Rules of Civil Procedure, Plaintiff brings this action on behalf of herself and as the representative of the following proposed Class:

All West Virginia consumers who have been held personally liable by JC Penney, GEMB, and/or NCO for the separately incurred debt of a deceased relative through one or more credit card accounts owned, issued, or serviced by JC Penney and/or GE.

12. The Class is so numerous that joinder of all members into one action is impracticable. Although Plaintiff does not know the exact size of the Class since said information is in the exclusive control of JC Penney, GEMB, and NCO, based upon the nature



and scope of the activities involved herein, Plaintiff states that the members of the Class are numerous and are geographically dispersed throughout the State of West Virginia.

13. Plaintiff will fairly and adequately represent the interests of the Class and have no interests that conflict with, or are antagonistic to, the interests of Class members. Plaintiff has retained attorneys competent and experienced in class action and complex civil litigation.

14. Plaintiff's claims are typical of those of all members of the Class. Plaintiff and all members of the Class were damaged by the same or similar conduct of JC Penney, GEMB, and NCO as complained of herein.

15. Questions of law and fact arising out of Defendants' conduct are common to all members of the Class, and such common issues of law and fact predominate over any questions affecting only individual members of the Class. Common issues of law and fact include, but are not limited to, the following:

- a. Whether Defendants knowingly and repeatedly violated the West Virginia Consumer Credit Protection Act, W. Va. Code § 46A-1-101 et seq. ("WVCCPA");
- b. Whether Defendants negligently retained and supervised employees who failed to comply with the WVCCPA;
- c. Whether Defendants defamed the individual Class members' character by falsely publishing to credit reporting agencies that the individual Class members have refused to pay a just debt;
- d. Whether Defendants invaded the privacy of individual Class members by repeatedly making harassing phone calls to them to collect a false debt from them;
- e. Whether Defendants invaded the privacy of individual Class members by placing them in a false light before the potential creditors by publishing to their creditors that they have willfully refused to pay a just debt.

16. Pursuant to Rule 23(a) of the West Virginia Rules of Civil Procedure, a class action is the superior procedural vehicle for the fair and efficient adjudication of the claims asserted herein, given that:

- a. Common questions of law and fact predominate over any individual questions that may arise, and significant economies of time, effort and expense will inure to the benefit of the court and the parties in litigating the common issues on a class-wide basis instead of a repetitive individual basis;
- b. Many Class members' individual damage claims are too small to make individual litigation an economically viable alternative, and few Class members have an interest in individually controlling the prosecution of a separate action;
- c. Despite the relatively small size of many individual Class members' claims, their aggregate volume, coupled with the economies of scale inherent in litigating similar claims on a common basis, will enable this case to be litigated as a class action on a cost effective basis, especially when compared with repetitive individual litigation;
- d. Given the size of individual Class members' claims, few Class members could afford to seek legal redress individually for the wrongs Defendants committed against them;
- e. When the liability of Defendants is adjudicated, claims of all members of the Class can be determined by the Court; this action will facilitate the orderly and expeditious administration of the Class claims, economies of time, effort and expense will be fostered and uniformity of outcome will be ensured;
- f. Without a class action, the Class members will continue to suffer damages and Defendants' violations of law will proceed without remedy while Defendants continue to reap and retain the proceeds of their wrongful conduct; and
- g. No unusual difficulties are likely to be encountered in the management of this class action.

17. In addition to class certification under Rule 23(b)(3) of the West Virginia Rules of Civil Procedure, class certification is appropriate also under Rule 23(b)(2) of the West Virginia Rules of Civil Procedure because Defendants have acted or refused to act on



grounds generally applicable to the Class, thereby making final injunctive relief or corresponding declaratory relief appropriate with respect to the Class as a whole.

#### SPECIFIC PARTY ALLEGATIONS

18. Plaintiff incorporates by reference the allegations stated in all preceding paragraphs as if fully set forth herein.

19. Plaintiff's husband, Henry Abrams, died on August 1, 2008.

20. Near the time of Mr. Abrams' death, Plaintiff, Esther Viola Abrams, received a billing statement for Mr. Abrams' JC Penney card, account number 075-731-807-61, with a payment due date of August 15, 2008. The billing statement showed Mr. Abrams' name as the only name on the account. According to the billing statement, Mr. Abrams still owed a balance of \$1,543.49 on the account. The account had an annual percentage rate ("APR") of 21.99. The minimum payment due was \$77.00. (See Billing Statement with August 15, 2008 due date, attached hereto as Exhibit A).

21. Mrs. Abrams made an \$81.00 payment online on August 5, 2008.

22. Before the next billing statement could be sent, Mrs. Abrams called JC Penney and informed it that Mr. Abrams had died and that it should make a claim against his estate. However, JC Penney continued to send monthly billing statements addressed to Mr. Abrams at their marital address.

23. The second billing statement that Mrs. Abrams received had a payment due date of September 15, 2008. Mr. Abrams' name was still the only name shown as being on the account. Mr. Abrams' new balance was \$1,490.99. The APR shown was 21.99. The minimum payment due was \$74.00. Mrs. Abrams did not make the \$74.00 payment because she had already informed JC Penney that Mr. Abrams had died and that it should

make a claim against his estate. (See Billing Statement with September 15, 2008 due date, attached hereto as Exhibit B).

24. In October of 2008, agents from JC Penney's Collection Department began to call Mrs. Abrams about the unpaid bill. One agent informed Mrs. Abrams that someone would be calling her about the bill every four days until it was paid. Mrs. Abrams then received numerous calls from JC Penney. These phone calls continued until February of 2009, when Mrs. Abrams' attorney sent a letter demanding that the phone calls stop. During these phone calls, Mrs. Abrams continued to explain to JC Penney's employees that Mr. Abrams had died and that she did not co-sign his credit card application. Mrs. Abrams continually requested a copy of Mr. Abrams' credit card application, which JC Penney never provided.

25. In November of 2008, Mrs. Abrams received a written notice from JC Penney. The notice was addressed to Viola Abrams and stated that it was sent regarding her delinquent JC Penney credit card account. According to the notice, if Mrs. Abrams did not pay the minimum payment on the next billing statement, the account would be referred to a collection agency. (See Written Notice dated November 26, 2008, attached hereto as Exhibit C).

26. The third billing statement that Mrs. Abrams received had a payment due date of December 9, 2008. Mr. Abrams' name was still the only name shown as being on the account. The new balance rose from \$1,490.99 to \$1,678.22. The minimum payment due rose from \$74.00 to \$314.00. The past due amount was \$231.00. A late fee of \$29.00 was levied against the account on November 15, 2008. The APR rose from 21.99 to 26.99. Mrs. Abrams did not pay the minimum payment because this was not her account and JC



Penney should have made a claim against Mr. Abrams' estate. (See Billing Statement with December 9, 2008 due date, attached hereto as Exhibit D).

27. On December 17, 2008, Mrs. Abrams faxed a copy of Mr. Abrams' death certificate to the Probate Department of JC Penney. On the cover page, Mrs. Abrams pleaded with JC Penney to stop the harassment. Mrs. Abrams also reiterated her request for a copy of Mr. Abrams' completed credit card application. (See Fax Cover Sheet dated December 17, 2008, attached hereto as Exhibit E).

28. In December of 2008, Mrs. Abrams received a letter from NCO stating that Mr. Abrams' account had been referred to it for collection. The letter was addressed to Viola Abrams and stated that she owed \$1,560.00 on the JC Penney Credit Card Account #: 6008890757318076. (See NCO Letter dated December 18, 2008, attached hereto as Exhibit F).

29. In January of 2009, Mrs. Abrams received a \$15 birthday certificate from JC Penney for Mr. Abrams. Mrs. Abrams was upset that JC Penney would send her deceased husband a "happy birthday" coupon after she had communicated to JC Penney's Probate Department on numerous occasions that her husband was dead, and even sent a copy of his death certificate. (See Henry Abrams' Birthday Card, attached hereto as Exhibit G).

30. The fourth billing statement that Mrs. Abrams received had a payment due date of February 8, 2009. Unlike all of the past statements, which showed Henry Abrams as the only name on the account, Viola Abrams was now being shown as the only name on account number 075-731-807-61. The new balance on the account was \$1,632.32, the minimum payment rose from \$314.00 to \$473.00, and the past due amount rose from \$231.00 to \$392.00. A late fee of \$35.00 was levied against the account on January 08, 2009. The APR remained at 26.99. Mrs. Abrams did not pay the minimum payment

because this was not her account. (See Billing Statement with February 8, 2009 due date, attached hereto as Exhibit H).

31. In February of 2009, Macy's Department Store ("Macy's") sent Mrs. Abrams a letter informing her that the credit limit on her Macy's Options Visa Credit Card had been reduced. The letter stated that Mrs. Abrams limit was being reduced because of information that had recently been added to her credit report. Specifically, the credit report now stated that Mrs. Abrams had a delinquent account. Up to this point, Mrs. Abrams had always had a good or excellent credit rating. Mrs. Abrams' credit rating has been harmed, which will force her to pay higher interest rates when obtaining credit in the future or prevent her from obtaining credit altogether. (See Macy's Letter dated February 5, 2009, attached hereto as Exhibit I).

32. In February of 2009, JC Penney sent another written notice addressed to Mrs. Abrams. In this notice, JC Penney informed Mrs. Abrams of the following:

- a. It may file a lawsuit against her;
- b. If it retains an attorney, she may be liable for additional fees if permitted by state law;
- c. The account may be sold to a third party for collection; and
- d. Its collection agency would continue to harass her.

(See Written Notice dated February 18, 2008, attached hereto as Exhibit J).

33. On February 23, 2009, Mrs. Abrams' attorney sent a letter to Defendants advising them that they should immediately cease and desist harassing Mrs. Abrams to collect a false debt from her. Mrs. Abrams' attorney also advised Defendants that any claims for the debt that was incurred by Mr. Abrams should be properly made against his estate. Mrs. Abrams' attorney also requested a copy of any documentation showing that



Mrs. Abrams consented to having any terms of credit extended to her under any JC Penney Credit Card account. Defendants did not respond to the letter that was sent by Mrs. Abrams' attorney. (See Letter dated February 23, 2009, attached hereto as Exhibit K).

34. The fifth billing statement that Mrs. Abrams received had a payment due date of March 11, 2009. The billing statement continued to show Viola Abrams as the name on the account. The new balance on the account was \$1,670.16, the minimum payment rose from \$473.00 to \$556.00, and the past due amount rose from \$392.00 to \$473.00. The billing statement informed Mrs. Abrams that her account is in default. The APR remained at 26.99. Mrs. Abrams did not pay the minimum payment because this was not her account. (See Billing Statement with March 11, 2009 due date, attached hereto as Exhibit L).

35. In May of 2009, Macy's reduced Mrs. Abrams' credit limit on her Macy's card once again. (See Macy's letter dated May 5, 2009, attached hereto as Exhibit M). In June, Macy's sent her another letter. This time the letter informed her that Macy's would be cancelling her Macy's Options Visa Credit Card. The reason for the cancellation was the "serious delinquency" shown on Mrs. Abrams' credit report. Macy's informed the Plaintiff that she would not be receiving a new card when her current card expired on June 30, 2009 (See Macy's letter dated June 4, 2009, attached hereto as Exhibit N).

COUNT I  
UNLAWFUL DEBT COLLECTION

36. Plaintiff incorporates by reference the allegations stated in all preceding paragraphs as if fully set forth herein.

37. Defendants have repeatedly engaged in the following violations of the WVCCPA, which include, but are not limited to,

(a) misrepresenting to Plaintiff and Class members that they have a just claim against them for a debt incurred by a deceased relative in violation of W. Va. Code § 46A-2-127;

(b) making harassing phone calls to Plaintiff and Class members to obtain payment for a debt that Plaintiff and Class members do not owe in violation of W. Va. Code § 46A-2-125(d);

(c) communicating with a consumer whenever it appears that the consumer is represented by an attorney in violation of W. Va. Code §46A-2-128(e)

(d) disclosing, publicizing, or communicating information relating to indebtedness to any relative or family member of a consumer not living with the debtor in violation of W. Va. Code §46A-2-126(b)

WHEREFORE, Plaintiff respectfully requests the following relief:

- (a) Actual damages;
- (b) Civil penalties of \$4,375 for each violation under W. Va. Code §§ 46A-5-101(1) and 106;
- (c) Reasonable attorney's fees and the costs of this litigation; and
- (d) Such other relief as the Court deems equitable and just

COUNT II  
UNFAIR OR DECEPTIVE ACTS OR PRACTICES

38. Plaintiff incorporates by reference the allegations stated in all preceding paragraphs as if fully set forth herein.

39. Defendants committed unfair or deceptive acts or practices in trade or commerce in violation of W. Va. Code §§ 46A-6-102 & 104.



40. Defendants committed the act, use or employment of deception, fraud, false pretense, false promise, or misrepresentation.

41. Defendants misrepresented to Plaintiff that she is personally liable for paying her deceased husband's debt.

42. Defendants misrepresented to Plaintiff and class members that their name was properly substituted as the debtor on her deceased husband's delinquent credit card account.

43. Defendants failed to provide Plaintiff with proof that she had co-signed her deceased husband's credit card application.

44. Defendants continued to attempt to collect the disputed debt even after it failed to provide Plaintiff with proof that she had agreed to incur the debt.

WHEREFORE, Plaintiff respectfully requests the following relief:

- (a) Actual damages;
- (b) Civil penalties of \$4,375 for each violation under W. Va. Code §§ 46A-5-101(1) & 106;
- (c) Reasonable attorney's fees and the costs of this litigation; and
- (d) Such other relief as the Court deems equitable and just.

COUNT III  
NEGLIGENCE

45. Plaintiff incorporates by reference the allegations stated in all preceding paragraphs as if fully set forth herein.

46. Defendants negligently failed to train, supervise, monitor or otherwise control its employees to ensure that its employees did not violate the WVCPA.

47. Defendants had an affirmative duty to train, supervise, monitor, or otherwise control its employees to ensure that their actions would not violate applicable state law.

48. Defendant's employees and/or agents violated applicable state law by using unfair or deceptive acts or practices in debt collection.

49. Plaintiff and class member have suffered damages as a result of the actions of the Defendant and/or Defendant's employees or agents.

WHEREFORE, Plaintiff respectfully requests the following relief:

- (a) Actual damages;
- (b) Reasonable attorney's fees and the costs of this litigation; and
- (c) Such other relief as the Court deems equitable and just.

COUNT IV  
DEFAMATION

50. Plaintiff incorporates by reference the allegations stated in all preceding paragraphs as if fully set forth herein.

51. Defendants falsely published to at least one credit reporting agency that Plaintiff has a delinquent account with them.

52. Up to the time that Defendants reported the disputed delinquency, Plaintiff had a good or excellent credit rating.

53. Defendants' communications to the credit reporting agency are not privileged.

54. Defendants were at least negligent in reporting this information to the credit reporting agency.

55. Defendants' statements have harmed Plaintiff's credit rating, which has increased the cost and decreased the availability of credit to Plaintiff.



56. One credit card company has already refused to reissue a credit card to Plaintiff because of Defendants' statements.

WHEREFORE, Plaintiff respectfully requests the following relief:

- (a) Actual damages, including damages for harm to Plaintiff's credit;
- (b) Punitive damages;
- (c) Reasonable attorney's fees and the costs of this litigation; and
- (d) Such other relief as the Court deems equitable and just.

COUNT V  
INVASION OF PRIVACY

57. Plaintiff incorporates by reference the allegations stated in all preceding paragraphs as if fully set forth herein.

58. Defendants have unreasonably intruded upon the seclusion of Plaintiff by making harassing phone calls to her at least once every four days for several months within the privacy of her home.

59. Defendants also unreasonably placed Plaintiff in a false light before potential creditors by publishing to her creditors that she has willfully refused to pay a just debt.

WHEREFORE, Plaintiff respectfully requests the following relief:

- (a) Actual damages, including damages for harm to Plaintiff's credit;
- (b) Punitive damages;
- (c) Reasonable attorney's fees and the costs of this litigation; and
- (d) Such other relief as the Court deems equitable and just.

WHEREFORE, Plaintiff additionally requests that this Court take the following actions and award the following relief:

1. That this action be certified as a class action on behalf of the proposed Class and that Plaintiff be designated as representative of the Class;
2. That this Court grant a permanent injunction against Defendants forbidding them from hereinafter undertaking the unlawful actions and/or omissions described herein;
3. That this Court award Plaintiff and all Class members damages of which the individual recoveries does not exceed \$75,000 for Plaintiff or any member of the Class, inclusive of interest and attorney's fees and all relief of any nature sought herein, and;
4. That this Court award Plaintiff and all Class members all attorney's fees and costs incurred in the prosecution of this action, not to exceed \$75,000 for Plaintiff and each Class member, inclusive of any other damages awarded to each named Plaintiff and Class member.

THE PLAINTIFF DEMANDS A TRIAL BY JURY

Plaintiff, ESTHER VIOLA ABRAMS, individually,  
and on behalf of all others similarly situated,  
By Counsel



---

Harry F. Bell, Jr., Esquire (WV Bar No. 297)  
Jonathan W. Price, Esquire (WV Bar No. 10868)  
THE BELL LAW FIRM, PLLC  
30 Capitol Street  
P.O. Box 1723  
Charleston, WV 25326-1723  
(304) 345-1700  
(304) 345-1715 Facsimile



1. The first step is to identify the problem or question that needs to be addressed. This involves understanding the context and the specific requirements of the task.

2. Next, it is important to gather relevant information and data. This can be done through research, consultation with experts, or by analyzing existing resources.

3. Once the information is gathered, the next step is to develop a plan or strategy. This involves breaking down the problem into smaller, manageable parts and determining the best approach to solve each part.

4. The fourth step is to implement the plan. This involves putting the strategy into action and monitoring progress as you go.

5. Finally, it is important to evaluate the results and make adjustments as needed. This involves reflecting on what worked well and what didn't, and using that information to improve future performance.

Minimum Payment Due	\$77.00
Payment Due Date	08/15/08
Credit Limit	\$5,700.00
Available Credit	\$5,155.00
Billing Date	07/05/08
Days in Billing Period	30



PAGE 01 OF 01 For account information Call: 1-800-527-0881 Write: P.O. BOX 881101 EL PASO, TX 79968 Online: <http://www.fishbase.org>

BALANCE TYPE		COMPUTED ON AVERAGE DAILY BALANCE	PERIODIC RATE(S)%	CORRESPONDING ANNUAL PERCENTAGE RATE(S)%
REGULAR	E	1503.18	.08025 daily	21.95

4. Your Balance Computation Method is indicated above. See reverse side for an explanation.

ANNUAL PERCENTAGE RATE FOR THIS BILLING PERIOD	21.990 %	TOTAL PERIODIC FINANCE CHARGE	28.94
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EVERYBODY DESERVES A CUSTOM FIT. JCPENNEY.COM MADE IT EASY AND AFFORDABLE. INTRODUCING JCPENNEY CUSTOM-TAILORED CLOTHING. SELECT SHIRT-PANT FEATURES, COLOR AND FABRIC. ENTER YOUR PERSONAL MEASUREMENTS AND SOON RECEIVE CUSTOM-FIT CLOTHING MADE SPECIFICALLY FOR YOU. YES, WE HAVE MEN'S BIG & TALL SIZES, WOMEN'S SIZES TOO. EXCLUSIVELY AT JCPENNEY.COM/CUSTOM

JCPENNEY PRIVILEGE GOLD UPDATE:  
YOUR 2008 JCPENNEY PRIVILEGE GOLD CARD  
PURCHASES ARE \$11.66  
\$500 IN JCPENNEY CARD PURCHASES AND TWO VISITS FROM  
1/1/08-12/31/08 RE-QUALIFIES YOU FOR JCPENNEY PRIVILEGE GOLD  
BENEFITS THROUGH DEC 31, 2009.

Please note your mailed payment must be received by 5PM or your in-store payment must be received during store hours on the due date. Your payment may be converted into an electronic debit. See reverse for details.

SEND ME A FREE MEN'S BIG & TALL  
CATALOG, FEATURING CASUAL & CAREER  
WEAR IN REGULAR, TALL & BIG SIZES.  
( ) (6229)  
CHECK BOX ABOVE, LOG ON OR CALL  
1-800-222-6161 ORDER TA006-2299FA

PLEASE DETACH AND RETURN THIS STUB WITH YOUR PAYMENT TO GOMB

Payment Due Date	Monthly Payment Due	Loan Balance	Account Number
08/16/2009	\$77.00	\$1,543.49	076-731-667-61



FILL IN  
TOTAL PAID

\$ 

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HENRY ABRAMS  
504 PINWOOD DR  
BECKLEY WV 25801-2411

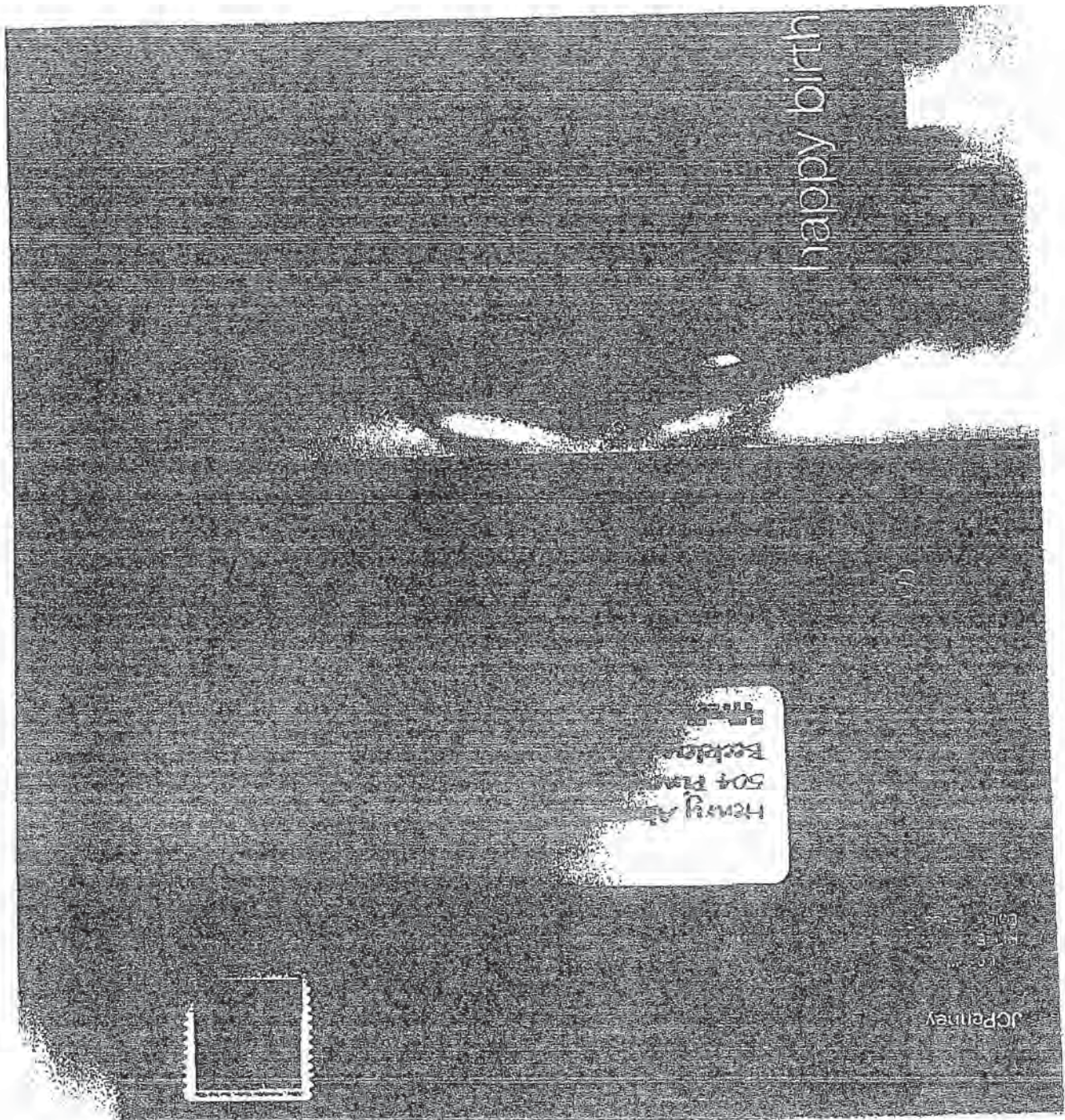
13290

P.O. BOX 960090  
ORLANDO, FL 32896-0090



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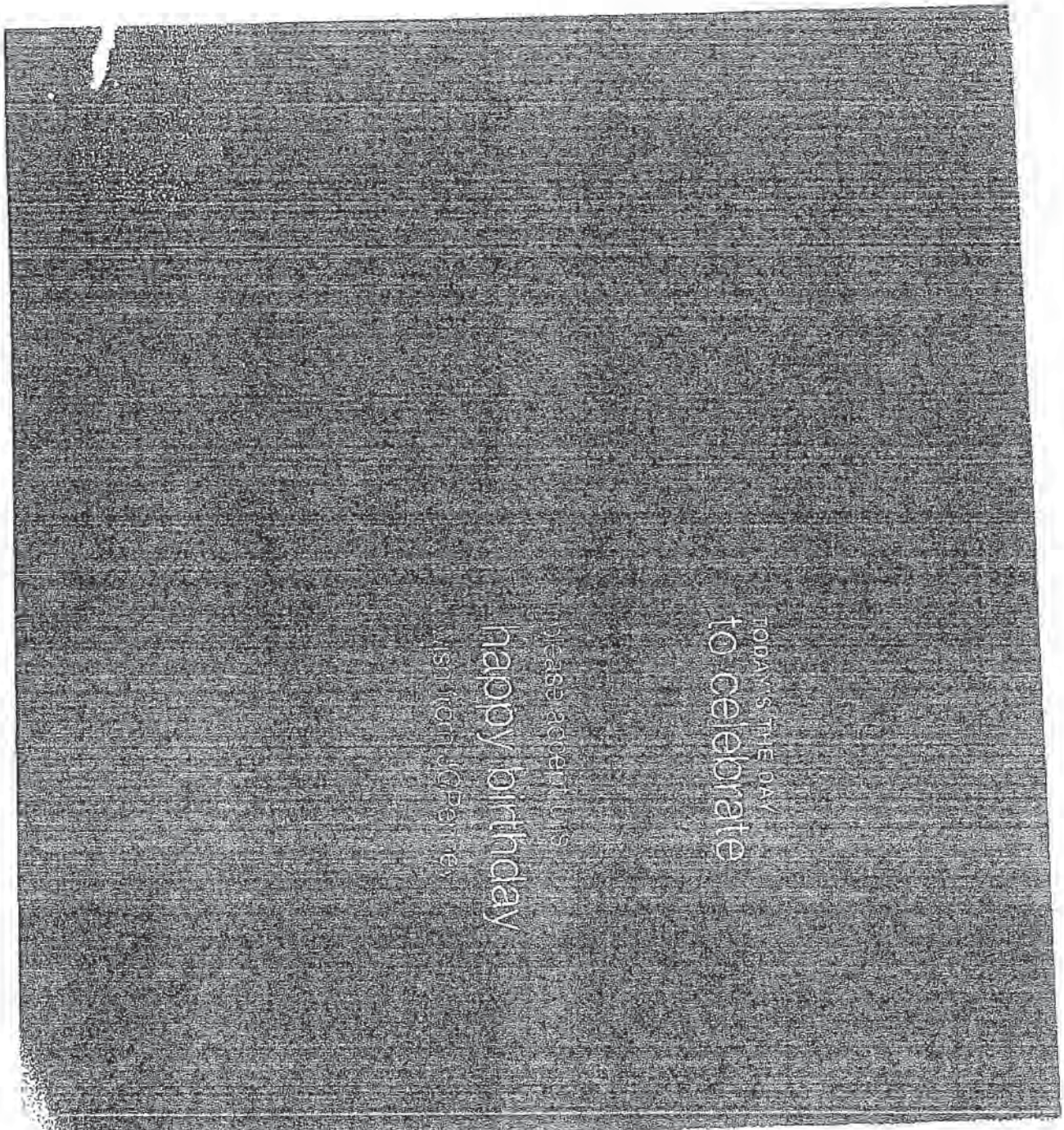
Henry Abrams  
Birthday Reward Certificate  
\$15 off

one store, jcp.com or catalog purchase of \$15  
or more during your birthday month when you use your  
JCPenney Privilege® Gold Card!

See back for details







888 Birthday Bonus certificate valid for one time use on a purchase of \$15 or more, excluding taxes, from Thursday, January 1 - Saturday, January 31, 2009, when you use your JCPenney Card. Certificate must be surrendered at time of purchase. One certificate per customer. Reward certificate can be combined with other JCPenney savings offers. Discount does not apply to purchases of Sophia inside JCPenney, Jcp.com/Sophia, Teleshop, Jcpcr Catalog, Outlet Stores, Services, Salon & Service Centers. Shipping/Handling charges, Gift Card/e-Gift cards, current orders or prior purchases. Discount is applied to all qualifying merchandise on a prorated basis; any refunds will be given in the applicable prorated amount. Certificate may not be used for payment on account. Certificate cannot be replaced or redeemed as cash or merchandise credit if merchandise is returned. No Cash Value. Subject to credit approval.

REDUCTIONS WILL NOT BE ACCEPTED

► To save at Jcp.com enter code 888BIRTH when prompted at checkout, or call 1.800.222.5161 and mention the code.

When prompted, your exclusive, non-transferable VALIDATION CODE is 800272759

- Selling Floor Associates, Please:
- Scan Barcode of the Transaction Adjustment Screen
  - Complete transaction in the normal manner
  - Collect coupon



MC4455330000S00000000015

588P 65FAH 105531 01 300098701 UE-B

2008-8DAY-GOLD-EN1 (REV 6/08)



02/18/2009 17:50

364-252-8122

GREEN1 ABRAM

PAGE 12/15

Account Number	075-731-807-5	Minimum Payment Due	\$475.00
Previous Balance	\$1,560.80	Past Due	\$392.00
(-) Payments & Credits	\$0.00	Payment Due Date	02/03/09
(+) Charges	\$35.00	Credit Limit	\$1,811.00
(+) FINANCE CHARGES (NET)	\$35.42	Available Credit	
New Balance	\$1,632.32	Billing Date	01/16/09
		Days in Billing Period	31



jcp.com

PAGE 01 OF 01 For account information Call: 1-800-527-8399 Write: P.O. BOX 981131 EL PASO, TX 78998 Online: jcp.com

Trans Date	Reference Number	Balance Type	Item Description	Charges	Payments & Credits
01-08			LATE FEE	35.00	

BALANCE TYPE	COMPUTED ON AVERAGE DAILY BALANCE	PERIODIC RATE(S) %	CORRESPONDING ANNUAL PERCENTAGE RATE(S) %
REGULAR	E	15.99	26.99

A. Your Balance Computation Method is indicated above. See reverse side for an explanation.

ANNUAL PERCENTAGE RATE FOR THIS BILLING PERIOD	26.990 %	TOTAL PERIODIC FINANCE CHARGE	35.42
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Please note your mailed payment must be received by 5PM (ET) or your in-store payment must be received during store hours on the due date. Your payment may be converted into an electronic debit. See reverse for details.

Minimum payment due includes  
\$392.00 past due.  
Please pay the past due amount PROMPTLY

PLEASE DETACH AND RETURN THIS STUB WITH YOUR PAYMENT TO GEMS

Payment Amount	Payment Due Date	Payment Amount	Payment Due Date	Payment Amount
\$392.00	02/03/2009	\$475.00		\$1,632.32
				075-731-807-51

FILL IN  
TOTAL PAID

VIOLA ABRAMS  
504 PINEWOOD DR  
BECKLEY WV 25801-2411

341581

P.O. BOX 980090  
ORLANDO, FL 32896-0090



00473000006100 0047300000163232 000600889 0757316 07610





06/30/2009 17:00

304-252-8122

GREEN1 ABRAM

PAGE 05/27

P.O. BOX 8113  
MASON, OH 45040

REF/ACCT# XXXXXXXXXXXXX2110  
Feb 5, 2009

35901057001540001

Esther V Abrams  
504 Pinewood Dr  
Backley, WV 25801-2411

001354

Dear Esther V Abrams:

We are writing to let you know that your Macy's Options Visa credit limit has been reduced. Your new limit will appear on your next VISA statement.

Our credit decision was based in whole or in part on information obtained in a report from the consumer reporting agency listed below. The consumer reporting agency did not make this decision and is unable to give you specific reasons why we took this action. Under the Fair Credit Reporting Act you have the right to obtain a free copy of your credit report from the consumer reporting agency within 60 days after your receipt of this letter and also have the right to dispute the accuracy or completeness of any such information by contacting the consumer reporting agency at:

EXPERIAN CONSUMER ASSISTANCE  
P.O. BOX 2002  
ALLEN, TX 75013-0026  
(888) 397-3742

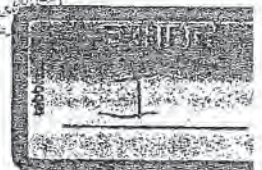
The factor(s) which most significantly affected our decision is (are) as follows:

Time Since Delinquency Is Too Recent Or Unknown  
Ratio Of Balance To Limit On Bank Revolving Or Other Rev Accts Too High  
Low Rate Of Payment On Account  
High Outstanding Balance  
We value you as a customer and look forward to continuing to meet your shopping needs. Please contact us at 1-866-252-8122 if any of your information has changed and we will be happy to re-evaluate your credit limit.

Sincerely,

Macy's Options Visa Customer Service Center  
1A001 F1

The Macy's Options Visa card is issued by Bank of America National Bank.  
\*Please see reverse side for important information.



02/24/2009 14:00 304-252-8122

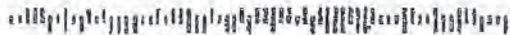
GREEN1 ABRAM

PAGE 02/04

## The JCPenney® Card

PO BOX 981131  
EL PASO, TX 79998-1131

February 18, 2009

VIOLA ABRAMS  
504 PINWOOD DR  
BECKLEY WV 25801-2411

FF 0001 0001 0001 0001 0001

RE: JCPenney  
Amount Due as of February 18, 2009: \$336.00**IMPORTANT NOTICE**

This is a notice regarding your delinquent account.

If we do not receive a payment of \$336.00 by your due date your account will be charged off. We will consider all options permitted by applicable law to pursue collection of this debt.

This will result in one of the following actions:

- We may file a lawsuit against you.
- If we retain an attorney, you may be liable for additional fees if permitted under your state law.
- Your account may be sold to a third party for collection, or
- A collection agency will continue efforts to secure the debt owed.

Contact NCO Financial Systems, INC., the collection agency handling your account, at 1-877-337-2433, immediately upon receipt of this letter to resolve the issue. You may qualify for a special payment plan, however, you must respond by your next payment due date.

Sincerely,

GE MONEY BANK  
Collection DepartmentThis is an attempt to collect a debt and any information obtained will be used for that purpose.  
Account is owned by GE MONEY BANK - Member FDIC



**Bell&Bands** PLLC  
Attorneys at Law

Harry F. Bell, Jr.

30 Capitol Street

Phone 304/345-1700

William L. Bands

P. O. Box 1723

Facsimile 304/345-1715

Andrew L. Paternostro

Charleston, WV 25326-1723

Facsimile2 304/344-1956

Erin L. Winter

Jonathan W. Price

Arthur J. Chmiel, Of Counsel Sender: hfbell@belllaw.com

www.belllaw.com

February 23, 2009

**CERTIFIED MAIL RETURN RECEIPT REQUESTED**

The JC Penny Card  
Post Office Box 981131  
El Paso, Texas 79998-1131

91 7108 2133 3936 3496 8161

**CERTIFIED MAIL RETURN RECEIPT REQUESTED**

G E Money/JC Penny Credit Card  
Post Office Box 960001  
Orlando, Florida 32896-0001

91 7108 2133 3936 3496 8178

**CERTIFIED MAIL RETURN RECEIPT REQUESTED**

NCO Financial Systems, Inc.  
Post Office Box 4906  
Dept. 64  
Trenton, New Jersey 08650

91 7108 2133 3936 3496 8185

**CERTIFIED MAIL RETURN RECEIPT REQUESTED**

NCO Financial Systems, Inc.  
4740 Baxter Road  
Virginia Beach, Virginia 23462

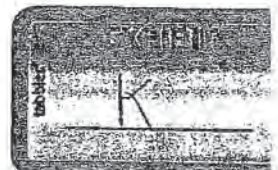
91 7108 2133 3936 3496 8192

RE: Viola Abrams  
504 Pinewood Drive  
Beckley, WV 25801

Dear Sir/Madam:

Please be advised that I represented Viola Abrams at the above address and would ask you to immediately cease and desist harassment attempts to falsely collect a debt from her.

My understanding is that her late husband, Henry Abrams had a JC Penny credit card. Mr. Abrams died on August 1, 2008. Any claims on that outstanding balance he might have owed JC Penny at the time should have been properly made to Mr. Abrams estate.



## Bell&Bands<sub>PLLC</sub>

The JC Penny Card  
G E Money/JC Penny Credit Card  
NCO Financial Systems, Inc.  
February 24, 2009  
Page 2

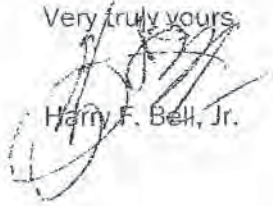
Upon request of representatives of your institutions, she provided verification of the death by way of a copy of the Death Certificate. Following that, it is our understanding that someone within various organizations apparently has falsified documents and records to adjust the account to reflect my client's name on the same.

I would specifically request a copy of any credit card application or any other such documentation which would show that my client applied for and agreed to any terms of credit being extended on a separate JC Penny credit card account.

Claims that you might have against the late Mr. Abrams' estate should of course be properly presented in the appropriate fashion. Mrs. Abrams is continuing to receive harassing telephone calls and communications now suggesting the debt has been adjusted and modified to be hers.

Please be advised that unless this is immediately corrected with full and complete disclosure, including corrections upon Mrs. Abrams' credit report with all credit reporting agencies, it will be our intent to file suit for all appropriate damages applicable under federal and state laws.

Very truly yours,

  
Harry F. Bell, Jr.

HFBjr/sld  
cc: Client



02/24/2009 14:00

304-252-8122

GREEN1 ABRAM

PAGE 03/84

Previous Balance	\$1,632.32	Minimum Payment Due	\$558.00
(-) Payments & Credits	\$0.00	Past Due	\$473.00
(+) Charges	\$0.00	Payment Due Date	03/11/09
(+) FINANCE CHARGES (NET)	\$37.84	Credit Limit	\$1,611.00
New Balance	\$1,670.16	Available Credit	
		Billing Date	02/19/09
		Days in Billing Period	31



PAGE 01 OF 01 For account information Call: 1-800-527-2369 Write: P.O. BOX 961131 EL PASO, TX 79908 Online Payment

Trans Date	Reference Number	Balance Type	Item Description	Charges	Payments & Credits
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Your account is in default. Pursuant to your Account Agreement, if we do not receive sufficient payment by the due date above, we will terminate any financing promotion(s) on your account and seek immediate payment of your entire account balance. Please contact us at 1-800-945-6596 for the amount you must pay to avoid this.

BALANCE TYPE	COMPUTED ON AVERAGE DAILY BALANCE	PERIODIC RATE(S)%	CORRESPONDING ANNUAL PERCENTAGE RATE(S) %
REGULAR	E 16.91%	5.71% daily	26.50%

Your Balance Computation Method is indicated above. See reverse side for an explanation.

ANNUAL PERCENTAGE RATE FOR THIS BILLING PERIOD	26.50%	TOTAL PERIODIC FINANCE CHARGE	37.84
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Please note your mailed payment must be received by 5PM (ET) or your in-store payment must be received during store hours on the due date. Your payment may be converted into an electronic debit. See reverse for details.

Minimum payment due includes  
\$473.00 past due.  
Please pay the past due amount PROMPTLY.

PLEASE DETACH AND RETURN THIS STUB WITH YOUR PAYMENT TO SEND

\$473.00	03/11/2009	\$558.00	\$1,670.16	075-731-007-21
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FRONT TOTAL PAID \$

VIOLA ABRAMS  
504 PINEWOOD DR  
BECKLEY WV 25801-2411

13991

P.O. BOX 860030  
ORLANDO, FL 32896-0030



00556000008100 005560000167016 000600889 0757316 07610

5433 8864 T90

1

7 16

696216

EX Page 1 Of 1

616 9129 4708 D365

13991



02/24/2009 14:00

304-252-8122

GREEN1 ABRAM

PAGE 84/84

*Back at the bill*

**The More You Shop, The More Privileges You Earn**

**JCPenney Privilege® Gold Card**

- 2 JCPenney Privilege Savings Certificates
- Special Birthday Savings Certificate

**JCPenney Privilege® Platinum Card**

- ID Theft Protection\*
- Catalog/Internet Free Shipping Events\*\*

**Please visit [jcp.com/credit](http://jcp.com/credit) to learn more about the JCPenney Privilege Program**

**JCPenney Privilege®:** Earn a JCPenney Privilege Gold Card by spending \$500 plus (\$1,000 plus for a JCPenney Privilege Platinum Card) on merchandise or services on a JCPenney Card over 2 or more unique shopping days in a calendar year. If your account is not in good standing and/or you no longer meet our credit criteria, you may be ineligible for the JCPenney Privilege Program ("Program") and/or unable to take advantage of Program promotions. The Program is available only to residents of the contiguous 48 U.S., PR and AK. We reserve the right to change or cancel the Program or any or all of its benefits at any time without notice.

**ID Theft Protection:** Insurance provided by member companies of American International Group, Inc. Call 1-800-527-7717 to learn more and receive a summary description of this benefit. The Expense Reimbursement portion of this benefit is not available to residents of NY.

**\*\*Free Shipping:** Not available to residents of AK and PR. See offer(s) for other restrictions and full details.

**\*\*\*Fraud Protection:** You will not be held liable in the event of unauthorized use. You agree that unauthorized use does not include use by a person whom you have authorized to use the Account or Card and that you are liable for all use by such person.

**Billing Rights Summary - In case of Errors or Questions About Your Bill:** If you think your bill is wrong, or if you need more information about a transaction on your bill, write to us on a separate sheet at our Billing Inquiries Address, P.O. Box 981403, El Paso, TX 79998-1403, as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information: • Your name and account number • The dollar amount of the suspected error • Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about. You do not have to pay any amount in question while we are investigating, but you are still obligated to pay the parts of your bill that are not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount you question.

**Special Rule for Credit Card Purchases:** If you have a problem with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right:

- (a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and
- (b) The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant or if we mailed you the advertisement for the property or services.

**Information About Payments:** You must pay at least the Total Minimum Payment by 5:00 p.m. (ET) on the Payment Due Date shown on the Statement. You may pay more than this Total Minimum Payment at any time. Any Payments received after 5:00 p.m. (ET) on any business day, or on any day other than a business day, will be credited on the next business day. We may also offer services in which you may pay your bill by telephone ("Pay by Phone") or through the Internet. We may charge fees for these services. Our customer service representatives are instructed to tell you about any fees for Pay by Phone services and any fee for making an online payment will be disclosed to you online. Credit to your Account may be delayed up to five days if payment (a) is not received at the Payment Address, (b) is not made in U.S. dollars drawn on a U.S. financial institution located in the U.S., (c) is not accompanied by the remittance coupon attached to your statement, (d) contains more than one payment or remittance coupon, (e) is not received in the remittance envelope provided or (f) includes staples, paper clips, tape, a folded check, or correspondence of any type. **Conditional Payments:** All written communications concerning disputed amounts, including any check or other payment instrument that: (i) indicates that the payment constitutes "payment in full" or is tendered as full satisfaction of a disputed amount, or (ii) is tendered with other conditions or limitations ("Disputed Payments"), must be mailed or delivered to us at P.O. Box 981403, El Paso, TX 79998-1403.

**Payment Allocation:** We reserve the right to select the method by which payments and credits are allocated to your Account in our sole discretion. The payment allocation method that we use may result in higher Finance Charges on your Account, depending on the types of transactions you make (such as promotional or non-promotional purchases), and the timing and amount of your payments. If you have questions about our allocation of your payments, or if your payments are not allocated to your promotional purchases in a manner you desire, please call customer service to see whether we can reallocate your payments based on another payment allocation option we offer.

**Credits To Your Account:** An amount followed by a minus (-) sign is a credit or credit balance unless otherwise indicated. Credits will be applied to your previous balance immediately upon receipt, but will not satisfy any required payment that may be due.

**Telephone Monitoring:** To ensure that you receive accurate and courteous customer service, your telephone calls with us may be monitored by our employees or agents and you agree to this monitoring.

**Credit Reports and Account Information:** If you believe that we have reported inaccurate information about you to a consumer reporting agency, please contact us at P.O. Box 981402, El Paso, TX 79998-1402. In doing so, please identify the inaccurate information and tell us why you believe it is incorrect. If you have a copy of the credit report that includes the inaccurate information, please include a copy of that report. You are hereby notified that a negative credit report reflecting on your credit record may be submitted to a consumer reporting agency if you fail to fulfill the terms of this Agreement.

**Use of Information About You and Your Account:** Our Privacy Policy describes our collection and disclosure of information about you and your Account. If you would like another copy of the Privacy Policy, please call us at the customer service telephone number indicated on the front of this statement.

This is an attempt to collect a debt and any information obtained will be used for that purpose.

**Credit Bureau Reporting:** We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

Purchases, returns, and payments made just prior to billing date may not appear until next month's statement. Unless promotions call for special terms, additional finance charges can be avoided if we receive the new balance by 5:00 p.m. (ET) on the due date. We reserve the right to obtain payment electronically for any check or other instrument that you send to us by initiating an ACH (electronic) credit in the amount of your check or instrument to your account. Your check or instrument will not be returned to you by us or your bank. Your bank account may be debited as early as the same day we receive your payment. You may choose not to have your payment collected electronically by sending your payment (with the payment stub), in your own envelope - not the enclosed window envelope - addressed to: GEHB, P.O. Box 53945, Atlanta, GA, 30353-0945 and not the Payment Address.

**Information About Finance Charges:** Return check fees, late payment fees and insurance premiums, if applicable, are not included in the balance subject to finance charge for Methods A, B, C and D. Return check fees and late payment fees (but not insurance premiums) are included in the balance subject to finance charge for Method E.

**A. The balance subject to finance charge is your average daily balance.** To get this balance, we first determine the daily balances for the billing period by taking the opening balance each day, which includes any unpaid finance charges, subtracting any payments and credits, and adding any new purchases. We then add all the daily balances and divide this total by the number of days in the period, which gives us your average daily balance. However, there will be no balance subject to finance charge for a billing period if there is no previous balance on your account for the billing period or the sum of your payments and credits on your account during the billing period is at least equal to the previous balance. Any average daily balance of less than zero will be treated as zero.

**B. The same as Method A, except unpaid finance charges are not included in the beginning balance.**

**C. The same as Method A, except new purchases are not included in the daily balance.**

**D. The same as Method C, except unpaid finance charges are not included in the beginning balance.**

**E. The same as Method A except that each day we multiply the daily balance by the daily periodic rate to obtain a finance charge for that day, and add it to the daily balance. This gives us the day's closing balance, and will be the opening balance for the following day.**

At the end of the billing period, we add up the daily finance charges to get the total periodic finance charge for the billing period. You can determine this finance charge by applying the daily periodic rate to the balance subject to finance charge multiplied by the number of days in the billing period. Any daily balance of less than zero will be treated as zero.

**Balance Type on this face of this statement refers to the following payment method:**

R = Regular Charge, M = Major Purchase Charge, C = Commercial

You can request to receive statements in Spanish by calling customer service number at 1-800-542-0800.

Your account is owned and serviced by GE Money Bank (Consumer Accounts) and General Electric Capital Corporation (Commercial Accounts). For complete terms and conditions of your account, consult your Credit Card Agreement.

**Bankruptcy Notice:** If you file bankruptcy you must send us notice, including account number and all information related to the proceeding to the following address: GE Money Bank, Attn: Bankruptcy Dept., P.O. Box 103104, Roswell, GA 30076.

Hearing Impaired  
TDD users call 1-800-444-1732



06/30/2009 17:32 304-252-8122

GREENI ABRAM

PAGE 05/14

P.O. BOX 6113  
MASON, OH 45040REF/ACCT# XXXXXXXXXXXX2110  
May 5, 2009Esther V Abrams  
804 Pinewood Dr  
Beckley, WV 25801-2411

000551

35911260005510001



Dear Esther V Abrams:

We are writing to let you know that your Macy's Options Visa credit limit has been reduced. Your new limit will appear on your next Visa statement. This limit decrease only applies to purchases made outside of our store and does not apply to purchases made within our store.

Our credit decision was based in whole or in part on information obtained in a report from the consumer reporting agency listed below. The consumer reporting agency did not make this decision and is unable to give you specific reasons why we took this action. Under the Fair Credit Reporting Act you have the right to obtain a free copy of your file at the consumer reporting agency within 60 days after your receipt of this letter and you also have the right to dispute the accuracy or completeness of any such information by contacting the consumer reporting agency at:

EQUIFAX CREDIT INFO SERVICES  
P O BOX 740241  
ATLANTA, GA  
1(800)685-1111

The factor(s) which most significantly affected our decision is (are) as follows:

Serious Delinquency  
Time Since Delinquency Is Too Recent Or Unknown  
Low Rate Of Payment On Account  
Low Rate Of Payment On Balance

We value you as a customer and look forward to continuing to meet your shopping needs. Please contact us at 1-800-282-8982 if any of your information has changed and we would be happy to re-evaluate your credit limit.



06/30/2009 17:32 304-252-8122

GREEN1 ABRAM

PAGE 13/14

P. O. Box 8051  
Mason, OH 45040

REF/ACCT# XXXXXXXXXXXX2110  
June 04, 2009

ESTHER V ABRAMS  
504 PINWOOD DR  
BECKLEY WV 25801

000019

Dear Customer:

With regret, we are unable to reissue a Macy's Options Visa account to you.

Our credit decision was based in whole or in part on information obtained in a report from the consumer reporting agency listed below. The consumer reporting agency did not make this decision and is unable to give you the specific reasons why we took this action. Under the Fair Credit Reporting Act you have the right to obtain a free copy of your file at the consumer reporting agency within 60 days after your receipt of this letter and you also have the right to dispute the accuracy or completeness of any such information by contacting the consumer reporting agency at:

EXPERIAN CONSUMER ASSISTANCE  
P. O. BOX 2002  
ALLEN, TX 75013-0036  
(888) 397-3742

The factor(s) which most significantly affected our decision is(are) as follows:

- Serious delinquency
- Length of time since last delinquency is too recent or unknown

If any information is changed, we would appreciate the opportunity to re-evaluate your needs.

Sincerely,

Macy's Options Visa Service Center

The Macy's Options Visa card is issued by Department Stores  
National Bank.



Please see the important disclosure for Department Stores National Bank on the reverse.

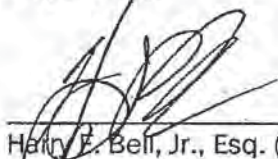


STATE OF WEST VIRGINIA  
COUNTY OF KANAWHA, SS  
I, CATHY S. CATSON, CLERK OF CIRCUIT COURT OF SAID COUNTY,  
AND IN SAID STATE, DO HEREBY CERTIFY THAT THE FOREGOING  
IS A TRUE COPY FROM THE RECORDS OF SAID COURT.  
GIVEN UNDER MY HAND AND SEAL OF SAID COURT THIS \_\_\_\_\_  
DAY OF \_\_\_\_\_, 20\_\_\_\_.

*[Signature]*  
CLERK

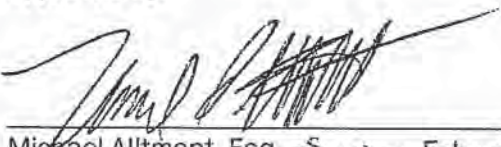
CIRCUIT COURT OF KANAWHA COUNTY, WEST VIRGINIA  
*[Signature]*

Prepared by:



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Jonathan W. Price, Esq. (WV Bar No. 10868)  
**The Bell Law Firm, PLLC**  
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Approved by:



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